

Sept. 25, 1875.

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To CORRESPONDENTS.—INQUIRER—Consult a solicitor.

The Solicitors' Journal.

LONDON, SEPTEMBER 25, 1875.

CURRENT TOPICS.

If the ORDERS lately issued by the Admiralty to the commanders of her Majesty's ships (of which we have not been able to procure an authentic copy) are correctly stated in the daily papers, they appear to amount to nothing less than instructions to the officers of her Majesty's service to assist the inhabitants of slave owning countries in the recapture of escaped slaves. The fugitive slave who seeks to take refuge under the British flag is not to be repelled from alongside, if the circumstances are such that the interest of the slave owner in his property is likely to be endangered by drowning; but having received the fugitive on board, although on the high seas, the commander of the vessel is, upon arrival "within the territorial limits" of the country from "a vessel of which" the slave escaped, to surrender him, on a demand being made accompanied with the necessary proofs. One who should hand over a person to another, for the purpose of his being killed or robbed or imprisoned by that other, would certainly be reckoned a principal in the resulting felony or trespass. Now the fugitive, being on board that British ship, though certainly without any right to remain in that place, is yet a free man, entitled to all the civil rights of a stranger residing in England and not subject to extradition for any criminal offence. Yet the commander of the ship is instructed to co-operate in committing a trespass upon and imprisoning this foreigner now on British territory (for the public ship is such) and not charged with any crime of which the English law takes cognizance, but guilty only of escaping from that violence the exercise of which English law, wherever it can operate freely, regards as itself a crime—he is to "surrender" the fugitive "on demand being made supported by necessary proofs."

But he is only to surrender him, it seems, when he has escaped from a "vessel." Why this strange tenderness to slavery on board ship? In one direction at least it restricts and lessens the mischief; it surely cannot be intended in another direction to enhance it. No description seems to be given of what are "necessary proofs"; let us hope that no commander will find them sufficient. No statement is given as to the person by whom the "demand" is to be made, whether by the State or by the owner; let us hope for the honour of the English flag that the demand will never turn out to be made by the right person. But suppose the commander should by chance be one who is disposed to favour the "peculiar institution," what will be the test of the appropriate "demand," and of the "necessary proofs"? The fugitive is to be surrendered when the ship arrives within the territorial limits of the country "from a vessel of which the slave has escaped." The words are exactly and singularly appropriate to the case of a kidnapped man having escaped from the slaver in which he is being conveyed to his destination or market; and there is nothing in them to exclude the case of his having been kidnapped within her Majesty's dominions; for even the requirement that he shall be proved to be "legally a slave" (whatever that may mean) is wanting here. Such

orders are certainly sufficient, and far more than sufficient, to correct the impression among slaves (so shocking to the Admiralty) that "they will find their liberty by getting under the British flag." The sooner they are recalled the sooner we shall cease to inquire who was their learned and ingenious author, and how those who issued them have consented to become parties to a scheme which seems intended to contradict every tradition of British freedom, to surrender the honour of the national flag, and to reverse the policy of three-quarters of a century.

THE COMMITTEE appointed last year at the Geneva Conference to consider the question of an international code on bills of exchange have presented a report, in which they declare themselves to have found a "uniform expression of opinion" from jurists, merchants, and bankers in all parts of the world in favour of an international code on the subject. As to the form of bills, they recommend that no "statutable form" should be imposed, beyond requiring the instrument to have on its face the words "Bill of Exchange"; and that (in contradiction to the rule of the *Code Napoléon*) indorsement in blank should be permitted to have its full effect. They couple this recommendation with the suggestion that the indorser should contain the postal address of the indorser; the purpose of this is not explained, and without this explanation it is impossible to estimate the value of the suggestion, or the conditions under which the formality should be required to be executed.

The committee recommend the abolition of usage and days of grace, in this expressing, as they say, the "universal opinion" (a harmony which we should not be disposed to disturb), and they advise that, with respect to bills drawn at sight, presentation for payment or acceptance should be, if drawn in Europe, three months, and, if drawn elsewhere, six months. They recommend that notice of dishonour, to be followed by legal proceedings within a limited period, should be substituted for protest—which is reasonable; but also that protest should be necessary before legal proceedings are commenced, which, even if not inconsistent with their previous recommendation, seems absurd, and is probably only advised in the interest of the notaries.

With respect to the remedies on bills, the recommendations are, that "one single action should, following the law of England, be allowed against all the parties liable upon a bill of exchange," that "it should be obligatory to exercise the right of election against any of the parties to a bill of exchange within one year from the date of protest"; and that "the law of Belgium of March, 1872, should be taken as the basis for a reform in this respect." The reference here made to the English law we do not understand, nor do we understand the recommendation itself.

The period of limitation of actions should, they think, be three years against the acceptor, and one year against other parties. They further recommend the *aval*, or running guarantee; but as practically the same result may be obtained by indorsement, we do not see the advantage of complicating the instrument by its adoption.

Their language as to the *bond fide* holder for value is very vague; his rights are not to be "in any way subject to attack," yet he is to be "put to his proof [proof of what?] upon evidence of fraud or gross bad faith."

Some other matters are referred to, but not examined, and the general opinion is recorded, though not adopted by the committee, that bills payable to bearer should not be allowed.

Upon the whole the perusal of this report induces us to think that the committee would have done more wisely if, instead of recommending that a draft should be prepared of an international code on the subject, they had urged the general adoption of a few regulations on matters as to which the legislation of different countries most varies and which most affect the form and character of the instrument.

THE FRENCH CANADIANS at Montreal seem to have learnt very imperfectly as yet the principles of political government. They find no difficulty in claiming the protection of the State for property dedicated to their use for religious and *quasi*-religious purposes, and would doubtless think it very hard if the State did not interfere to defend it from abuse by unauthorized persons; but they have forgotten that it is a necessary consequence of this that the State should inquire who are and who are not the persons to whose use it was dedicated. The defendants in the suit which has caused the recent riots were in effect nothing but trustees of a piece of ground for the purposes of burial; the *cestui que trusts* were the Roman Catholics of Montreal not being subject to certain disabilities which all parties agreed to be contained in the Quebec ritual. Guibord was unquestionably a Roman Catholic, and therefore *prima facie* entitled to be buried in the piece of ground held in trust by the defendants, a right which his representatives were entitled to enforce. Suppose nothing else to have appeared but that the trustees without any cause refused to allow of the burial, how justly indignant would the French Canadians have been if the law had refused its assistance to enforce the right. It was, however, alleged that he was subject to some disability, and for that cause the burial was refused. What could the law do less than inquire whether the cause alleged was a just cause, that is, whether the disqualification did in fact exist which was to deprive him of his *prima facie* right? The judgment of the Privy Council was limited to the determination of this inquiry, and its terms were so carefully moderate as to impose no duty whatever on the defendants, except the passive one of allowing a grave to be prepared and the body interred. The case is of the simplest description, and only a misunderstanding of its effect and bearing could have stimulated the unfortunate riots which have occurred.

A SOMEWHAT CURIOUS QUESTION arose before Vice-Chancellor Bacon in a cause of *Edwards v. Edwards* on the 14th inst. On the 24th of August the court was moved on behalf of a receiver to restrain the sheriff from selling property taken in execution. There had previously been an order in the usual form directing "that A. B., upon his first giving security," be appointed receiver. When the motion came on it appeared that the person so nominated had not then completed his security, and the judge decided that until it was completed he had no *locus standi* to move the court. On the 14th of September the motion came on again, and the question was then argued whether the appointment of receiver dates from the order in which he is named, the completion of the security relating back to that date, or whether the appointment dates only from the completion of the security? Virtually the learned judge decided in favour of the former alternative. It is to be observed that Consolidated Order XXIV., rule 1, says that "where an order is made directing a receiver to be appointed, the person to be appointed shall first give security." Hence in the case of the common order referring it to chambers "to appoint a proper person as receiver," the person to be appointed is not named in the order, and before any one can be appointed he must "first" give security, and his appointment does not take effect until after his recognizance is enrolled. The order in the case before the Vice-Chancellor, it is true, was not the form of order referred to in this rule, but we fail to see why a similar rule should not have been applied. We are not aware that the question has ever been previously decided, and practically, since the person appointed cannot move the court until the security is completed, the matter can never arise until that time, when it is easy for the court to decide that the appointment shall relate back to the date of the order naming the receiver. But suppose a person nominated as receiver should take posses-

sion and deal with property without ever completing his security, the recent decision of the learned Vice-Chancellor might give rise to difficulties.

THE NEW PRACTICE: A READING OF THE RULES.

THE PLEADINGS.

It is almost impossible for any series of propositions or rules to set forth exactly the new system of pleading. Pleading rules cannot be like the definitions of geometry. All that can be done, and what (if we may be permitted to criticise a work done with so much care and skill as the new rules obviously are) has been done, is to give a sufficient indication of the ideal to be aimed at by the pleader. Previous systems of pleading have grown up by degrees, and have been elaborated in conformity with the experience acquired by daily practice. The future system of pleading must likewise to a very great extent be constructed as we go along. But the leading outlines are marked out clearly enough. We have on several occasions illustrated and explained at some length the view that the object of pleading is as far as possible to disclose the case of both parties, and to obviate the necessity for proof. The new rules of pleading seem to be framed in accordance with what we ventured to suggest must be the principles which would govern any system of pleading under the new order of things. The general principle is, by making each party state as distinctly as possible the facts upon which he relies, to find out what the questions really at issue between them are. We propose, in the first instance, to notice the general provisions of the new rules in regard to pleading, and afterwards to state the provisions with regard to each step in pleading.

It is provided (a) that

"Every pleading shall contain as concisely as may be a statement of the material facts on which the party pleading relies, but not the evidence by which they are to be proved."

The rule therefore is that the party shall plead the facts. He is not to allege conclusions of law from facts on the one hand, nor is he to plead mere evidence on the other. The meaning may be best illustrated by example. Under the old system a defendant pleads that before breach the plaintiff exonerated and discharged him from the contract sued upon; or that, before breach, they mutually rescinded the contract. This is not pleading a fact; it is pleading the legal effect of a fact or facts. If rescission or exoneration meant in legal language that the parties had expressly agreed that the contract should be no longer binding, to plead exoneration or rescission would be pleading a distinct actual fact. We should say that pleading a release does substantially amount to pleading a fact, for the only meaning in law of a release is that a deed specifically releasing the debt or claim was executed; but exoneration or rescission may be the legal effect of a variety of circumstances. Again, as an instance of the difference between pleading a fact and evidence of a fact, the following may be taken. Let us suppose that the gist of the plaintiff's complaint is a false representation that a horse is sound, and that the plaintiff is in a condition to prove that the defendant, before making the representation, admitted to a third party that the horse was unsound. The plaintiff ought not to set out the fact of this admission in his pleadings, because the fact that the admission was made is not a fact directly in issue. It is collateral only. The fact in question may be most strongly inferred from it, but it is not in itself, or directly, material. In other words, it is evidence merely.

We have taken two cases in which the distinctions to which we are alluding are tolerably clear and precise, but it cannot be denied that in many cases it is more difficult to say whether the allega-

(a) Order 19, rule 4.

tion is one of fact or of a conclusion of law, or mere evidence. For instance, the question whether a contract has been made to a particular effect is often partly a question of fact and partly one of law, and the parties alleging or denying that such a contract has been made may be alleging or denying that certain transactions took place between the parties, or that the transactions amounted to a contract in fact or in law. It seems to us that, in principle, the correct mode of pleading would be for the plaintiff to state briefly the facts he relies upon as constituting a contract in law, and for the defendant to deny or qualify them. But it is impossible not to see that in many cases this might lead to considerable prolixity, as, for instance, where the contract, if any, is contained in many conversations or a protracted correspondence. It is provided accordingly (*b*), that

"Wherever any contract, or any relation between any persons, does not arise from an express agreement, but is to be implied from a series of letters or conversations, or otherwise from a number of circumstances, it shall be sufficient to allege such contract or relation as a fact, and to refer generally to such letters, conversations, or circumstances without setting them out in detail. And, if in such case, the person so pleading desires to rely in the alternative upon more contracts or relations than one as to be implied from such circumstances, he may state the same in the alternative."

This latter provision is intended to meet a difficulty that was formerly met by inserting several counts in the declaration when it was not quite clear what the effect of the transactions between the parties was, i.e., whether it amounted to one contract or another. This rule seems to sanction a certain amount of deviation from the general principle that is to govern pleadings, in order to obviate the prolixity and uncertainty that might otherwise result, the one from the great amount of detail that in many cases might be necessary, the other from the difficulty, if mere facts were stated, in knowing what contract the plaintiff proposed to infer from them. But it is to be observed that the rule contemplates more than a mere statement of the existence of such and such a contract; something in the nature of a general reference to or summary of the alleged effect of such letters, conversations, or circumstances, appears to be contemplated. The exact amount of detail must in the nature of things depend upon the circumstances of the particular case, and it would have been impossible for the rules to give more specific directions than they do.

Another provision directed to secure brevity in pleadings, is that (*c*) by which it is made sufficient to state the effect of any document without setting out the whole, unless the precise words are material. Again, the 25th rule of this order provides, probably for similar reasons to those which actuated the framers in regard to contracts to be inferred from many documents or circumstances, that

"Wherever it is material to allege malice, fraudulent intention, knowledge, or other condition of the mind of any person, it shall be sufficient to allege the same as a fact without setting out the circumstances from which the same is to be inferred." This seems to be correct in principle, because the fact directly material is the mental condition, not the fact from which it may be inferred. The latter is evidence merely. Again, it is provided (*d*) that

"Wherever it is material to allege notice to any person of any fact, matter, or thing, it shall be sufficient to allege the same as a fact unless the form or the precise terms of such notice be material."

Two of the most important of the rules on the subject of pleading (*e*) are as follows:—

"It shall not be sufficient for a defendant in his defence to deny generally the facts alleged by the statement of claim, or for a plaintiff in his reply to deny generally the facts alleged in a defence by way of counter-claim, but each party must deal specifically with each allegation of fact of which he does not admit the truth."

"When a party in any pleading denies an allegation of fact in the previous pleading of the opposite party he must not do so evasively but answer the point of substance.

Thus, if it is alleged that he received a certain sum of money, it shall not be sufficient to deny that he received that particular amount, but he must deny that he received that sum or any part thereof, or else set out how much he received. And so when a matter of fact is alleged with divers circumstances, it shall not be sufficient to deny it as alleged along with those circumstances, but a fair and substantial answer must be given."

These rules, if strictly administered, ought to work a great alteration in the present system of pleading at common law. That system is one by which the pleader, instead of being careful only to state on the record such a defence as he can prove, endeavours, not knowing what can be proved, to cover every possible state of facts by pleading every plea that by any possibility may turn out to be necessary when the facts are really known. The pleas are often not at all a statement of the defendant's case, but merely a notice to the plaintiff that the defendant intends to reserve to himself the right of endeavouring to substantiate any one of various alternative defences. Certain pleas have come to be pleaded as a matter of course without much reference to instructions—e.g., never indebted, set-off, and payment to the money counts; *non assumpsit*, rescission, exoneration, denial of readiness and willingness, and denial of breaches to a count in contract. It is obvious that when this has come to be the state of things one of the principal objects of pleading is gone. The obligation to "deal specifically" with each allegation of fact of which the party does not admit the truth must produce a very different state of things in this respect.

Another rule (*f*) provides that—

"Each party in any pleading in an action, not being a petition or summons, must allege all such facts not appearing in the previous pleadings as he means to rely on, and must raise all such grounds of defence or reply, as the case may be, as if not raised on the pleadings would be likely to take the opposite party by surprise, or would raise new issues of fact not arising out of the pleadings, as, for instance, fraud, or that any claim has been barred by the Statute of Limitations or has been released."

The object of this rule is the same as that of the rules which prevented the raising of special matters, such as payment, under the general issue. It is obviously the intention of the rule that full information shall be given to the opposite party. Nothing that, if not raised on the pleadings, would be likely to take the opposite party by surprise is, if not pleaded, to be admissible. It still happened under the Common Law Procedure Acts that many pleadings, such as the general issue in an action of false representation, left various alternative defences open to the defendant. Under the new system this cannot be the case any longer.

It is necessary in connection with this rule to consider two other rules, to one of which we have already referred viz., those (*g*) which enact that

"It shall not be sufficient for a defendant in his defence to deny generally the facts alleged by the statement of claim, or for a plaintiff in his reply to deny generally the facts alleged in a defence by way of counter-claim, but each party shall deal specifically with each allegation of fact of which he does not admit the truth."

"Subject to the last preceding rule, the plaintiff by his reply may join issue upon the defence, and each party in his pleading, if any, subsequent to reply, may join issue upon the previous pleading. Such joinder of issue shall operate as a denial of every material allegation of fact in the pleading upon which issue is joined, but it may except any facts which the party may be willing to admit, and shall then operate as a denial of the facts not so admitted."

This last rule, though not expressly made subject to the 18th rule, must apparently be construed with it. For instance, if a counter-claim be made in the defence, it will not be admissible to set up matters in confession and avoidance of the counter-claim under the mere joinder of issue. The reply joining issue will not, therefore, in some respects, be as wide as the old replication joining issue. It will neither act as a traverse of the allegations of a counter-claim, nor include matter in confession and avoidance of them. It will only amount to a traverse of

(*b*) Order 19, rule 27.

(*c*) *Ib.* rule 24.

(*d*) *Ib.* rule 26.

(*e*) *Ib.* rules 20, 22.

(*f*) *Ib.* rule 18.

(*g*) *Ib.* rules 20, 21.

the statements of the strictly defensive portions of the defence.

Another rule (*k*) carries out a reform to the necessity of which we have before called attention. It is as follows:—

"When a contract is alleged in any pleading, a bare denial of the contract by the opposite party shall be construed only as a denial of the making of the contract in fact, and not of its legality or its sufficiency in law, whether with reference to the Statute of Frauds or otherwise."

Formerly, under *nolle assumpsit*, the defendant could rely on the non-existence of a writing under the Statute of Frauds. This was clearly against the spirit of the new rules of pleading. A defence of an unmeritorious character such as this ought to be put forward at the first moment, not sprung upon the plaintiff at the trial.

Another very sensible rule (*l*) is that which provides that neither party need in any pleading allege any matter of fact which the law presumes in his favour, or as to which the burden of proof lies on the other side, unless the same has been first specifically denied. It is practically useless that a man should have to allege that which he is not called upon to prove.

An important provision relating to pleadings is the application to all actions of the principle that a party admits those allegations of his opponent which he does not deny. It is provided that:—(*k*)

"Every allegation of fact in any pleading in an action, not being a petition or summons, if not denied specifically or by necessary implication, or stated to be not admitted in the pleading of the opposite party, shall be taken to be admitted, except as against an infant, lunatic, or person of unsound mind not so found."

There are some provisions of the rules as to pleading which may be briefly referred to before we proceed to the consideration of particular pleadings, though they are not matters relating to the general principles in reference to which we have discussed the provisions of the rules as to pleading generally. The 13th rule provides that no plea or defence shall be pleaded in abatement; all questions as to joinder of parties, &c., which were formerly raised by plea in abatement are now otherwise provided for. New assignments are abolished (*l*), and everything which has heretofore been alleged by way of new assignment is to be introduced by way of amendment of the statement of claim. It is provided (*m*) that the defendant in an action for recovery of land, if in possession by himself or his tenant, shall not be bound to plead his title unless his defence depends on equitable grounds, but it shall, except in such case, be sufficient to state by way of defence that he is so in possession, and he may, nevertheless, rely on any ground of defence he can prove, except as before mentioned. Another rule (*n*) provides that if either party wishes to deny the right of any other party to claim as executor, or as trustee whether in bankruptcy or otherwise, or in any representative or other alleged capacity, or the alleged constitution of any partnership firm, he shall deny the same specifically.

There are various other provisions as to pleading which have for their object the adaptation of the system of pleading to the provisions of the Act by which the court is enabled to bring before it parties others than the original parties whose rights may become implicated in the litigation and generally to do complete justice and effect a final settlement in all matters involved. With these we shall not deal in detail, inasmuch as they do not concern the general principles of pleading.

Pleadings containing more than three folios of seventy-two words each (not being a petition or summons) must be printed (*o*). Pleadings will be delivered between parties, no filing being requisite, where appearances have been entered, until the entry of judgment (*p*).

(*k*) *Ib.* rule 23.

(*l*) *Ib.* rule 28.

(*m*) *Ib.* rule 17.

(*n*) *Ib.* rule 14.

(*o*) *Ib.* rule 15.

(*p*) *Ib.* rule 11.

(*q*) *Ib.* rule 5.

(*r*) *Ib.* rule 6; see order 41,

rule 1.

LEGISLATION OF THE YEAR.

II.

FALSIFICATION OF ACCOUNTS.

CAP. 24.—*An Act to amend the Law with Reference to the Falsification of Accounts.*

This Act has been stated to have had its origin in a case tried at the last spring assizes on the Western Circuit, in which the manager of a branch bank, who had overdrawn his current account, and to conceal the fact had debited a customer with a sum and credited himself with a like sum, was indicted for forgery and embezzlement. The latter charge could not be sustained, and since the case of *Reg. v. Windsor* (13 W. R. 655) it could not be contended that making a false entry in a book was forgery. The purpose of the present Act seems to be to put books of a private nature, in the custody of clerks and other officials, under the same protection as was given to books, &c., belonging to bodies corporate or public companies by 20 & 21 Vict. c. 54 (re-enacted in 24 & 25 Vict. c. 96, s. 83). It accordingly makes it a misdemeanour, punishable by a maximum imprisonment of two years, or by penal servitude, in any person employed or acting in the capacity of a clerk, officer, or servant to "destroy, alter, mutilate, or falsify any book, paper, &c., which belongs to, or is in the possession of, his employer," or to make, or concur in making, any false entry in, or omit or alter, or concur in omitting or altering, any material particular from or in any such book, or any document or account, "provided it be done with intent to defraud." The Act is to be read as one with 24 & 25 Vict. c. 96.

Having regard to the nature and consequences of the offence, it is not easy to see why the enactment should be confined to clerks, &c.; they are no doubt the persons who would usually be guilty of it, but the act may be equally injurious and equal in moral guilt if done by others.

MUNICIPAL ELECTIONS.

CAP. 40.—*An Act to amend the Law regulating Municipal Elections.*

The Ballot Act left unchanged the provisions of statute 22 Vict. c. 35, relating to nominations of councillors, auditors, and assessors, at municipal elections. The present Act repeals those provisions and substitutes amended regulations. The notice of election must in future be published nine, instead of seven, days before the election, and must be in the form given in the schedule to the Act. The nomination paper must be delivered by the candidate or his proposer or seconder to the town clerk seven, instead of two, days before the day of election, and notice must be sent by the town clerk to each person nominated. The mayor is to attend at the Town Hall on the day after the last day for delivering nominations, in order to decide on the validity of objections to any nomination paper, in the presence of the candidate nominated, and one other person. The decision of the mayor, if disallowing any objection, will be final, but if allowing it, will be subject to reversal on petition questioning the return. The town clerk will publish the names of the persons nominated, and of their proposers and seconders, four days, instead of one day, before the election. The provisions of section 3 of the Ballot Act, relating to offences in respect of nomination papers, are made applicable to nomination papers under the present Act.

The nomination of a person absent from the United Kingdom is to be void unless his written consent, given within one month of the day of his nomination, is produced at the time of his nomination. Where more candidates are nominated than there are vacancies to be filled, any candidate may withdraw his candidature by notice delivered to the town clerk not later than two o'clock in the afternoon of the day next after the last day for the delivery of nomination papers to the town clerk—that being the

time when the mayor will commence his attendance to hear objections to the nomination papers. This seems to allow rather scant time. By section 1 the nomination paper need not be delivered to the town clerk until immediately before five o'clock on the afternoon of the last day on which such papers may be delivered. Only twenty-one hours, therefore, are given for the town clerk to send notice of his nomination to the person nominated, for such person to come to a decision, and to prepare and deliver to the town clerk his notice of withdrawal. No such notice will avail if the effect will be to reduce the number of candidates ultimately standing nominated below the number of the vacancies to be filled.

A number of supplemental enactments are introduced. The provision of section 20, sub-section 3, of the Ballot Act, authorizing the mayor to provide everything which in the case of a parliamentary election is required to be provided by the returning officer for the purpose of a poll, is declared to extend, in the case of an election of councillors, auditors, or assessors, to the appointment of officers (other than the appointment of the alderman as returning officer for any ward) for taking the poll and counting the votes. In place of the requirement of rule 16 of the schedule to the Ballot Act, that one compartment be provided for every 150 electors entitled to vote, the number of compartments to be provided is left to the discretion of the mayor. A somewhat similar provision to that of section 7 of the Ballot Act is made with reference to the conclusiveness of the burgess roll. One ballot paper only is to be used by any person voting for auditors and assessors. All the notices required to be given or published by the mayor or town clerk as to the election of auditors and assessors, or with reference to the various wards in a borough, may be comprised in one notice. The town council may divide the borough or the wards into polling districts. Extraordinary vacancies in the office of councillor, auditor, or assessor are to be filled up within fourteen, instead of ten, days after notice of the vacancy has been given; and the mayor is in all cases to fix the day of election, the provision of 5 & 6 Will. 4, c. 76, enabling the aldermen of the ward to fix it, being expressly repealed.

COUNTY COURTS.

CAP. 50.—*An Act to amend the Acts relating to the County Courts.*

It is singular that in the original County Court Acts no provision should have been made for entering judgment by default, without proof by the plaintiff of his case. The Act of 1856 gave an option to the plaintiff, in the case of liquidated demands exceeding £20, to issue a summons in a special form, to be personally served on the defendant, and it provided that unless the defendant gave notice in writing to the registrar of his intention to defend, the plaintiff might have judgment entered up for the amount of the debt and costs without any proof of his claim. The Act of 1867, extended this power to debts below £20, where such debts were in respect of "the price or value of goods which, or some part of which, were sold and delivered to the defendant to be dealt with in the way of his trade, profession, or calling." This Act also introduced the practice of serving the summons either by the bailiff, or by the plaintiff or his attorney, or by some clerk or servant in the permanent employ of the plaintiff or his attorney.

It is obvious that in many cases of claims below £20 the last-mentioned statute would not apply. The goods must not only be sold, but delivered, and, moreover, they must be sold and delivered to the defendant to be dealt with in the way of his trade. In cases of debts below £20 not falling within this description the plaintiff had still to prove his case, although the defendant never appeared. By section 1 of the present Act the plaintiff in any action for a debt or liquidated money demand above £5 (or under £5 if the action is for the price of goods sold or let to the defendant to be used in the way of his trade, or if the leave of a judge or registrar has been obtained) is

enabled at his option, upon affidavit, to issue a summons in a special form given in the schedule, to be personally served on the defendant, unless the judge or registrar gives leave to proceed as if personal service had been effected. If the defendant does not, within sixteen days after such service, give notice in writing to the registrar of his intention to defend, the plaintiff may after sixteen days and within two months from the day of service, upon proof of service, have judgment entered up for the claim and costs. The defendant, however, upon an affidavit disclosing a defence on the merits and satisfactorily explaining the neglect to give notice of defence, may be let in to defend. If the defendant gives notice of defence, the registrar must immediately send notice of it to the plaintiff or his attorney, by post, and must also send to plaintiff and defendant at least six days' notice of the day of trial.

The 2nd section enables summonses to witnesses to be served, under regulations to be prescribed by rules of court, by a bailiff or otherwise. This would seem to contemplate service of witness summons by the solicitors of the parties. Service of summons or other process may be proved by an indorsement by the bailiff on a copy of the process, showing the fact and mode of service.

Power is given to a judge of county courts, whether within his district or not, to exercise any authority which, if the same related to any action in the superior courts, might be exercised by a judge in chambers. He is also empowered, by consent of the parties, to hear any matter at any place either within or without his district.

Provision is also made for the summoning by the judge, on the application of either party, of "persons of skill and experience in the matter to which the action relates" to sit with him and act as assessors. No provision is made for forming any list of persons from which the assessors may be taken, and the judge may apparently summon any person, say his son or his nephew, to give him the benefit of his "skill and experience," and to receive in return the "remuneration for so sitting," which is to be costs in the cause. It is indeed provided that objection may be taken to the assessor "either personally or in respect of his qualification," but it is not provided that the judge shall listen to or act upon any representation which may be made. It is to be hoped that the rules of court which are to prescribe the manner in which the objection is to be taken will also provide means for making it effectual.

One of the most important provisions is that relating to appeals. Instead of the special case signed by the judge, the process of appeal, in all cases other than proceedings in bankruptcy, may be by motion to the court of appeal within eight days after the decision of the judge has been given. Such motion will be *ex parte* in the first instance, and if the court of appeal is not sitting may be made before any judge of a superior court in chambers. The county court judge at the trial of any cause will be bound, at the request of either party, to make a note of any point of law raised at such trial, and of the facts in evidence in relation thereto, and of his decision thereon, and of his decision of the cause, and to furnish a copy of such note, signed by him, for use on the appeal motion and at the hearing of the appeal.

Power is given to the committee of county court judges, subject to the revision of the Lord Chancellor, to frame a scale of costs for the proceedings authorized to be taken in the courts.

It will be remembered that the County Courts Act, 1866, s. 11, provides for the abolition of the office of high bailiff on the occurrence of vacancies, and for the performance of the duties by the registrar. By section 9 of the present Act it is provided that the appointment of a high bailiff of a county court as registrar of the county court is to vacate the office of high bailiff.

There is in future to be no appeal from a decision of the High Court of Admiralty affirming the judgment of a county court judge, except by leave of the judge of the Admiralty Court. Where an admiralty cause has

been heard in the county court with the assistance of nautical assessors, the Elder Brethren of the Trinity House must be summoned to assist in the hearing of an appeal if either party require the same, and the judge of the Admiralty Court is of opinion that their assistance is desirable.

Recent Decisions.

PROBATE.

WILL—INTERLINEATION—SPURIOUS CLAUSE IN WILL.

In the Goods of George King, Prob., 23 W. R. 552. Fulton v. Andrew, H.L., 23 W. R. 566, L. R. 7 H. L. 448.

"We entertain no doubt," said Lord Campbell in *Doe dem. Shallcross v. Palmer* (16 Q. B. at p. 755), "that the *onus* is cast upon the party who seeks to derive an advantage from such an alteration in a will (*i.e.* an interlineation) to adduce some evidence from which the jury may infer that the alteration was made before the will was executed." In that case the evidence offered in favour of the interlineation being anterior to the execution of the will consisted of previous declarations by the testator of his intention to benefit the person in whose favour the interlineation was made; and this evidence was received and acted upon. In *Hindmarch's case* (L. R. 1 P. & D. 307) the evidence was reduced to the very smallest dimensions, being nothing but the testimony of an expert; but there also the interlineation was very trifling.

In the first of the cases here noticed both kinds of evidence were supplied, and the additional circumstance occurred that without the interlineation the passage was unintelligible. But if that decision did no more than follow the earlier cases, *Fulton v. Andrew* has added an important qualification to, or comment upon, the language used in *Guardhouse v. Blackburn* (14 W. R. 463, L. R. 1 P. & D. 109) and *Atter v. Atkinson* (L. R. 1 P. & D. 665). The substantial question was, whether a residuary clause in favour of a relative of the solicitor who prepared the will, and which materially differed from the instructions, formed part of the will; and the jury found that the testator did not, at the time of the execution of the will, know and approve of the contents of the residuary clause. Omitting the technical difficulties which arose from the course taken on the motion before the Judge Ordinary for a new trial, the question before the House of Lords on appeal was, whether this finding was consistent with the uncontradicted evidence that the will was read over to the testator before he signed it; and the two cases above mentioned, and the terms in which the law was there laid down by Lord Penzance, were relied on to establish, as an inflexible principle, that if the testator is of sound mind, and the will is read over to him or by him before signing, he must be assumed to have been aware of its contents. This argument seems to have prevailed so much with the Judge Ordinary that he directed the verdict to be entered for the plaintiff, that is, in favour (if one may so express it) of the residuary clause. When the language of Lord Cairns (in whose opinion Lords Chelmsford, Hatherley, and O'Hagan concurred) is carefully examined, it is evident that his lordship considers the question of fraud to have been involved in the issue whether the testator knew and approved of the contents of the residuary clause; because, whilst declining to determine whether the law is correctly laid down in *Guardhouse v. Blackburn* and *Atter v. Atkinson*, he proceeds upon the footing that it is so, and brings the case within the authority of those decisions. His lordship says, referring to the rules there laid down, "In the first place the jury must be satisfied that the will was read over, and in the second

place they must also be satisfied that there was no *fraud* in the case;" and he proceeds to say, "It by no means follows that the jury thought, even if there had been some reading of the will, that that reading had taken place in such a way as to convey to the mind of the testator a due appreciation of the contents and effect of the residuary clause. . . . It is very difficult to define the various degrees and shades of fraud; but it is a very important qualification to engraft (as it was engrafted by Lord Penzance in the above-cited cases) upon the general statement that the reading over of a will by a competent testator must be taken to have apprised him of the contents;" and he goes on to point out that there were circumstances which might have led the jury to think that there was a failure in the execution of their duty on the part of those who read over the will, "and that that failure in performing the duty which lay upon them amounted, to a greater or less degree, to fraud upon their part. . . . The jury here may not have been satisfied that there was a proper reading of the will to the testator, or they may have been satisfied . . . that there was on the part of those who propounded the will such a dereliction of duty, such a failure of duty, on their part as amounted to that degree of fraud to which Lord Penzance refers in the rule" I have mentioned;" and he adds, "It might well be that they would not believe the evidence with regard to the reading over of the will." This plainly comes to nothing less than that, under the issue whether the testator knew and approved of the contents of the clause, the jury were entitled to consider whether the signature of the testator to the clause was obtained by fraud. And, in truth, unless this question, or some question like this, were open to the jury, the terms of the issue would be misconceived, and the question submitted ought to have been simply, whether before signing the will the residuary clause was read over to the testator. The case must be taken as in some measure qualifying the language used in the cases above referred to; and it is important as a practical exposition of the effect of such an issue as that in question.

Reviews.

LAW OF COMPENSATION.

THE LAW OF COMPENSATION UNDER THE LANDS CLAUSES AND RAILWAYS CLAUSES CONSOLIDATION ACTS, THE ARTISANS AND LABOURERS' DWELLINGS IMPROVEMENT ACT, 1875, THE METROPOLIS LOCAL MANAGEMENT AND OTHER ACTS, WITH A FULL COLLECTION OF FORMS AND PRECEDENTS. By EYRE LLOYD, Barrister-at-Law. Third Edition. Stevens & Haynes.

This new edition of Mr. Lloyd's book will sustain its reputation as a useful practical treatise on a branch of law of considerable importance and difficulty. The new cases have been diligently noted up, and we may notice, as a feature of the book, that references to four sets of reports are appended to nearly all the recent decisions. The profession does not by this time need to be told that the best report of a case is by no means always to be found in the so-called authorized reports, and some regard should be shown by authors for the convenience of the very considerable section of the profession who prefer to have their reports of the year in one or two volumes instead of crowding their libraries with a yearly addition of half a shelf full of reports. Mr. Lloyd has also added references to American cases on several of the matters discussed in his volume.

Perhaps the most important decision since the last edition of Mr. Lloyd's book is that recently given by the House of Lords in *Metropolitan Board of Works v. McCarthy* (23 W. R. 115, L. R. 7 H. L. 243). Mr. Lloyd does not treat of this case very fully, although he refers to it in several places. He cites from the argu-

ments Mr. Thesiger's definition, which was adopted by several of the Lords, but does not explain what is meant by the rather ambiguous expression used in this definition—"physical interference with a right." He discusses at length, however, the decision of the majority of the Lords in *Ricket v. Metropolitan Railway Company* (13 W. R. 455, L. R. 2 H. L. 175), and expresses a strong opinion that it is wrong in principle, adopting the arguments of the minority in the Exchequer Chamber, and quoting an expression by Cockburn, C.J., in an unreported case, of a hope that the Legislature would interfere to set aside the rule laid down in the case.

An important addition has been recently made to the law of compensation by the Artisans' Dwellings Act. Mr. Lloyd prints the Act in full in his appendix, and gives in chapter xi. an outline of the procedure. He also gives a summary of the portions of the Public Health Act of last session bearing upon the subject of compensation. We should have been glad if on both these Acts, but especially as to the provisions in the schedule to the former Act, Mr. Lloyd had given his readers the benefit of his experience and knowledge in the shape of more frequent observations and criticisms. A similar remark is more or less applicable to the whole work; but as a careful digest of the law of compensation it will, doubtless, be found of service to the profession.

THE RECENT REAL PROPERTY ACTS.

THE REAL PROPERTY ACTS, 1874: TO WHICH IS ADDED THE LAND TRANSFER ACT, 1875, WITH EXPLANATORY NOTES. Second Edition. By WILLIAM THOMAS CHARLEY, D.C.L. (Oxon), M.P., Barrister-at-Law. H. Sweet.

Mr. Charley has taken advantage of the re-issue of his work to subject it to a careful revision, with the result, as it appears to us, of greatly adding to its value. It now constitutes an elaborately annotated manual of the Real Property Acts of 1874, which may be especially recommended to the attention of students, and will be found of use to practitioners. As decisions on the Acts multiply it may be expected that Mr. Charley will omit much of the matter from Hansard, the insertion of which, however, at the present stage may be defended on the ground that it tends to render clear the object of the different enactments. The decisions since the last edition appear to be inserted, but Mr. Charley has overlooked the case (upon section 9 of the Vendors and Purchasers Act) of *Re Phillips and Penfold* (*ante*, p. 301), in which Malins, V.C., made the unsuccessful party (the vendor) pay the purchaser's costs of the application. We apprehend, however, that the sensible rule laid down by the Master of the Rolls in *Re Coward and Adams' Purchase* (23 W. R. 605), that if the unsuccessful party were made to pay the costs it would go far to interfere with the beneficial operation of the Act, and that as a general rule whenever there is a *bond fide* substantial question raised each party should pay his own costs, will prevail.

Mr. Charley has included the Land Transfer Act in his book, adding to it notes which would have been improved by considerable condensation, and, in some cases, rather more mature consideration. We can hardly agree, for instance, with the opinion expressed on p. 125 that the "possessory title" is "the principal feature which distinguishes the present Act from that of Lord Westbury." The extract from Lord Cairns' speech on pp. 110, 111, seems to us to give much more correctly the leading features of distinction between the two Acts. The notes, however, are often useful, and the Act is given in a very convenient shape. The elaborate index to its provisions is an extremely useful feature of the book.

SOLICITORS IN THE COMMISSION OF THE PEACE.

The following return, moved for by Mr. Goldney, has just been issued. It gives the number of appointments to the commission of the peace in English counties since the passing of the Act (34 Vict. c. 18) to amend the Law disqualifying Solicitors from being Justices of the Peace for counties; and of persons who, but for the passing of that Act, would have been disqualified:—

County.	Magistrates.	Solicitors.	County.	Magistrates.	Solicitors.
Bedford	16	—	Norfolk	38	—
Berks	18	—	Northampton	32	—
Bucks	14	—	Northumberland	21	—
Cambridge	20	—	Nottingham	16	—
Cheshire	62	—	Oxford	24	—
Cornwall	28	—	Rutland	7	—
Cumberland	31	—	Salop	not received.	Return
Derby	35	1	Somerset	42	—
Devon	53	—	Stafford	64	—
Dorset	28	1	Suffolk	31	—
Durham	43	1	Surrey	45	1
Easex	36	—	Sussex	48	2
Gloucester	31	—	Warwick	40	—
Hampshire	37	—	Westmoreland	20	—
Hereford	27	—	Wilts	14	—
Hertford	39	—	Worcester	34	2
Huntingdon	16	—	Yorkshire:		
Kent	65	—	East Riding	8	—
Lancashire	82	1	North Riding	40	—
Leicester	27	—	West Riding	36	—
Lincoln (Parts of)	9	—	Total	1358	9
Middlesex and	53	—			
Westminster	28	—			
Monmouth					

THE ALBERT ARBITRATION.

The following is a copy of a testimonial presented some time ago to the Lord Chancellor with reference to the services of Mr. Thomas Preston, the secretary of the Albert Arbitration, and of a letter with reference to it recently received from the Lord Chancellor.

To the Right Honourable the Lord Cairns.

We the undersigned, having had opportunities of judging, beg leave to express to your lordship our satisfaction at the way in which Mr. Thomas Preston has discharged the duties of the office of secretary of the Albert Life Assurance Company Arbitration in relation to the legal practitioners concerned.

The magnitude, intricacy, and novelty of the work demanded special qualifications, and Mr. Preston has proved himself in all respects equal to the occasion, and we beg leave respectfully to submit this to your lordship as a testimonial to him.

16th February, 1874.

(Signed) LEWIS, MUNNS, & LONGDEN.

FRANK RICHARDSON & SADLER.

KENDALL & CONGREVE.

MARKEY, TARRY, & STEWART.

WM. T. MANNING.

VALLANCE & VALLANCE.

MERCER & MERCER.

ASHURST, MORRIS, & CO.

ROWLAND MILLER.

TILLEARD, GODDEN, & HOLME.

PAINER & LATTON.

W. H. HERBERT.

DRANE & CHUBB.

[Copy letter from the Lord Chancellor.]

House of Lords, 12th August, 1875.

DEAR SIR.—I am desired by the Lord Chancellor to send you back the inclosed testimonial, which his lordship

received last year but has kept back until the termination of the arbitration.

The Lord Chancellor directs me to say that it has given him much pleasure to note such a recognition of your services as secretary of the arbitration, and that he is himself fully cognizant of the diligence and intelligence with which you have discharged the duties of that office.—Believe me, yours faithfully,

HENRY J. L. GRAHAM, Principal Secretary.

Thomas Preston, Esq.

Societies.

UNITED LAW STUDENTS' SOCIETY.

We are requested to state that the committee appointed to consider and report on the new Judicature Acts meets every Monday and Thursday evening at seven o'clock in one of the arbitration rooms at the Law Institution. Members of the society can attend the meetings of the committee. Mr. H. T. Round, B.A., LL.B., of 28, Threadneedle-street, E.C., has been elected chairman of the committee.

Obituary.

SIR GEORGE HONYMAN.

Sir George Essex Honyman, baronet, late a judge of the Court of Common Pleas, died on Thursday week at the age of fifty-six. He was a member of a Scotch family, and his grandfather, the first baronet, was a Lord of Session in Scotland with the title of Lord Armathale. Sir George was the son of Colonel Sir Ord Honyman, the third baronet, by the daughter of Admiral George Bowen. He was born in 1819, and succeeded to the baronetcy in 1863. Having at an early age selected the profession of the law, he became a pupil in the chambers of the present Lord Chief Baron, and in due course commenced practice as a special pleader. In Trinity Term, 1849, he was called to the bar at the Middle Temple, and joined the Home Circuit. The reputation he had obtained in practice below the bar soon brought him business, and in little more than ten years he had reached the foremost rank among the junior bar. In 1866 the promotion of Mr. Lush to the bench, and of Mr. Bovill to the Solicitor-General occasioned an extensive opening on the Home Circuit, and Sir George Honyman was among those who obtained a silk gown. Not having any pretensions to eloquence, his business was less extensive than that of some of his contemporaries; but in cases involving questions of mercantile law he was without a rival, being employed in nearly every important shipping case tried at Guildhall. The last great trial in which he was engaged was the Tichborne ejectment case, in which he was assisted with Sir John Coleridge and Mr. Hawkins as counsel for the defence. He also received a retainer for the Crown in the subsequent prosecution for perjury, but he had obtained a seat on the bench before the trial began. Early in 1873 Mr. Justice Byls resigned his seat in the Court of Common Pleas, and the vacant appointment was conferred by Lord Selborne upon Sir George Honyman with the general approbation of the profession. His short career as a judge did not fulfil the expectations entertained of him; but how much of the imperfections which were occasionally manifested were the result of approaching illness it is impossible to tell. In the spring of last year he selected the South Wales Circuit, and while at Swansea was seized with what appeared to be only a slight attack of paralysis. He was relieved of his circuit duties by Mr. Justice Grove, and as soon as possible returned to town. Unfortunately, his illness proved to be of a more serious nature than was at first expected, and he was ordered to abstain for a time from judicial work. At the beginning of last Michaelmas Term he was nominated by the members of his court as an election judge for the year, in the hope that he might be equal to the comparatively easy duties which would thus devolve upon him; but his progress was still unsatisfactory, and in May last, acting on medical advice, he sent in his resignation, and received a pension.

Appointments, &c.

Mr. JACOB DIRK BARRY, barrister, has been appointed Recorder of the Supreme Court of the colony of Griqualand West. Mr. Barry was called to the bar at the Inner Temple in Michaelmas Term, 1858.

Mr. H. L. E. GAINES, solicitor, has been elected Town Clerk of Blackburn in the place of Mr. Charles George Haden Beck, resigned.

Mr. JOSEPH HARRISON, solicitor, of Malton, has been elected Clerk to the Kirkby Moorside Board of Guardians in succession to Mr. Robert Petit, of Kirkby Moorside, resigned. Mr. Harrison was admitted a solicitor in 1873.

Mr. THOMAS MARTIN MATTHEWS, has been appointed one of her Majesty's Counsel for the Colony of the Bahamas.

Mr. BENJAMIN THOMAS WILLIAMS, Q.C., has been appointed by the Privy Council to be a Commissioner to inquire into and re-distribute the Wards within the Borough of Swansea, and to settle their boundaries. Mr. Williams was called to the bar at Gray's-inn in Hilary Term, 1859, and practises on the South Wales Circuit. He was appointed a Queen's Counsel in June last, and he holds the office of Recorder of Carmarthen.

Mr. ROBERT LLOYD WILLIAMS, solicitor, of 35, Great Saint Helen's, and of Billericay and Grays, has been appointed Clerk to the Orsett Board of Guardians, in the place of Mr. Alfred Henry Hunt, of Romford, who has resigned. Mr. Williams was admitted a solicitor in 1856, and is also clerk to the county magistrates for the Billericay sub-division; and solicitor to the Great Bursted School Board.

Sir Edward Shepherd Creasy has resigned the Chief Justiceship of Ceylon, after holding the office for fifteen years. Sir E. S. Creasy was born in 1812, and was formerly a Fellow of King's College, Cambridge. He was called to the bar at the Inner Temple in Hilary Term, 1837, and practised on the Home Circuit and Surrey Sessions. He was for several years Deputy-Assistant Judge of the Middlesex Sessions, and was also Professor of Ancient and Modern History at University College, London. He is known as the author of "The Fifteen Decisive Battles of the World," and several other works.

Lord Selborne has been elected Master of the Mercers' Company for the ensuing year, without being called upon to serve the intermediate office of Warden.

Legal Items.

At the Liverpool Police-court, a few days ago, Mr. Raffles decided in the case of a man named John Jones, who had been given in charge by a publican for refusing to leave his house, that the arrest was illegal, as the Licensing Act gave that power only when the refusal to leave the house took place during prohibited hours of sale. The magistrate remarked that it seemed to him a stupid law.

The following gentlemen have been nominated members of the Royal Commission on Copyright:—Earl Stanhope, Earl of Rosebery, the Hon. R. Bourke, M.P., Under-Secretary of State for India; Sir Henry Holland, M.P., C.M.G.; Sir John Rose, K.C.M.G.; Sir Charles Young, Sir Julius Benedict, Sir Louis Mallet, C.B., Under-Secretary of State for India; Sir Drummond Wolff, K.C.M.G., M.P.; Mr. Baldy, Mr. T. H. Farrer, Secretary to the Board of Trade; Mr. F. Herschell, M.P., Q.C.; Mr. Jenkins, M.P.; Mr. Fitzjames Stephen, Q.C., and Dr. William Smith.

A correspondent of the *Times* thus describes the speeches of the advocates for the prisoner in the recent trial at Naples of Paesano for the murder of Mr. Hind:—"The advocates for the prisoner, Signori De Nicola and Placido, laboured hard for their client, and, as many think, exceeded the bounds of law and custom in starting difficulties at every step, some of which gave rise to questions which will have to be settled by that most uncertain of tribunals, the Court of Cassation. The mode, however, in which one or both addressed the court displayed an unmistakable desire to intimidate the jury through the influence of the mixed crowd."

of Camorristi and workpeople who thronged the hall as sympathizers resolved on saving their companion. Turning round to them with his back to the jury, and spreading out his arms, the advocate spoke to these self-constituted judges of the case, which led to his being called to order. Again he repeated the offence, and the entire mob broke out into what can be called only uproarious applause.

The first maiden Circuit Court at Aberdeen since the year 1761, was held on Tuesday, when the Lord Provost of the city, according to immemorial usage, presented the presiding judge, Lord Deas, with a pair of white gloves, in an oak casket. Lord Deas, in replying, after congratulating the magistrates and sheriff on the absence of serious crime in the district, said he had no doubt that was a good deal owing to the operation of reformatories, which were originated in Aberdeen, taking charge of the young and educating them and removing them from those scenes of corruption near which they would otherwise have remained.

We publish in another column a return recently presented to the House of Commons on the motion of Mr. Goldney, stating the number of solicitors who have been placed in the commission of the peace for English counties since statute 34 & 35 Vict. c. 18. The return from Shropshire has not been received, but it appears that as regards the other counties out of 1,358 new magistrates only nine were solicitors. The names are not given; but there were two appointed in Sussex and two in Worcestershire, the other five being in Derbyshire, Dorsetshire, Durham, Lancashire, and Surrey.

The *Globe* states that Mr. Clarke, second judge of the Appeal Court at Ernakulum in Cochin China, recently enforced in a remarkable way the penalty for contempt of court. It happened that a witness who had been summoned in a civil suit failed to appear before the judge, who thereupon got into a boat and started at once for Challacoddy, some forty miles away. Arriving there, the witness was promptly seized by the judge and forced into the boat, and conveyed back to the court-house at Ernakulum, in spite of all his remonstrances, protests, and resistance. It turned out, however, that the witness whose contempt of court had so excited the judge's indignation had never been summoned at all. The process-server admitted that to be the case, and declared that the man he had summoned was not the individual whom the indignant judge had travelled eighty miles in hot haste to secure and bring into court. There was nothing for Judge Clarke to do but to apologise, and compensate and release the bewildered native.

Law Students' Journal.

INCORPORATED LAW SOCIETY.

FINAL EXAMINATION.

The following circular has been issued:—

Incorporated Law Society U.K., Chancery-lane,
London, Sept., 1875.

Sir,—I am directed by the examiners appointed for the examination of persons applying to be admitted, to inform you that Tuesday, the 9th, and Wednesday, the 10th of November, 1875, are the days appointed for the examination, and that candidates for examination are to attend on those days, at half-past nine in the forenoon of each day, at the Hall of the Incorporated Law Society, Chancery-lane, London (Carey-street entrance). The examination will commence at ten o'clock precisely, and close at four o'clock. I have to remind you that your articles of clerkship and assignment, if any, with answers to the questions as to due service, according to the regulations approved by the judges, must be left with me on or before the 1st of November. If your articles were executed after the 1st of January, 1861, the certificate of your having passed the Intermediate Examination should be left at the same time; and in case your articles and testimonials of service have been deposited here, they should be re-entered, the fee paid, and the answers completed on or before the 1st of November.

If you apply to be examined under the 4th section of the Attorneys Act, 1860, you may, on application, obtain copies of the further questions relating to the ten years' service

antedecedent to the articles of clerkship; and such questions, duly answered, must be left with your articles, &c., on or before the 1st of November. Candidates who have already proved to the satisfaction of the examiners the ten years' antecedent service are not required to leave replies to the further questions again.

Fee, each term, on articles and testimonials of service, 15s. :—not to be sent in postage stamps.

Where the articles have not expired, but will expire during the term, or in the vacation following such term, the candidate may be examined conditionally; but the articles must be left on or before the 1st of November and answers up to that time. If part of the term has been served with a barrister, special pleader, or London agent, answers to the questions must be obtained from them, as to the time served with each respectively. No candidate will be examined who shall not have complied with these conditions, or whose testimonials as to service or conduct shall not be satisfactory to the examiners.

On the first day of examination, papers will be delivered to each candidate, containing questions to be answered in writing, classed under the several heads of—1. Preliminary; 2. Principles of Common Law; 3. Principles and Application of the Law of Real Property and Conveyancing.

On the second day, further papers will be delivered to each candidate, containing questions to be answered in—4. Preliminary; 5. Principles of Equity; 6. Bankruptcy; 7. Criminal Law, and Proceedings before Justices of the Peace.

Each candidate is required to answer all the preliminary questions (Nos. 1 and 4); and also to answer in three of the other heads of inquiry, viz.:—Common Law, Conveyancing, and Equity. The examiners will continue the practice of proposing questions in bankruptcy and in criminal law and proceedings before justices of the peace, in order that candidates who have given their attention to these subjects may have the advantage of answering such questions, and having the correctness of their answers in those departments taken into consideration in summing up the merit of their general examination.—I am, Sir, your very obedient servant, E. W. WILLIAMSON, Secretary.

Court Papers.

EMPLOYERS AND WORKMEN ACT, 1875.

RULES for carrying into effect the jurisdiction given to courts of summary jurisdiction in England by the Employers and Workmen Act, 1875 (38 & 39 Vict. c. 90):—

1. A person desirous to enter an action under the Employers and Workmen Act, 1875, shall deliver to the clerk of the court particulars in writing of his cause of action, and the clerk of the court shall enter in a book to be kept for this purpose in his office plaint in writing, stating the names and the last known places of abode of the parties, and the substance of the action intended to be brought; and thereupon a summons shall be issued according to the form in the schedule, and be served on the defendant, not less than one clear day before the day on which the court shall be holden at which the cause is to be tried; and no misnomer or inaccurate description of any person or place in any such plaint or summons shall vitiate the same, so that the person or place be therein described so as to be commonly known.

2. The particulars shall be annexed to and be deemed part of the summons.

3. Such summons may issue in any district in which the defendant, or one of the defendants, dwelt or carried on his business, or was employed at the time the cause of action arose.

4. Any summons which may be required to be served out of the district of the court from which the same shall have issued, may be served by an officer of any other court of summary jurisdiction, which service shall be proved by affidavit of the officer who served the summons.

5. The service of the summons shall be either personal, or by delivering the same to some person apparently sixteen years old, at the house or place of dwelling or place of business or of employment of the defendant, or at the office of the employer for the time being of the defendant.

Hearing.

6. No notice shall be required to be given by a defendant of any set-off or counter-claim that he may wish to advance at the hearing against the claim of the plaintiff.

7. If upon the day of the return of any summons, or at any continuation or adjournment of the said court, the plaintiff shall not appear, the cause shall be struck out, and the court may award to the defendant, by way of costs and satisfaction for his attendance, such sum as it in its discretion shall think fit.

8. If on the day named in the summons, or at any continuation or adjournment of the court, the defendant shall not appear, or sufficiently excuse his absence, or shall neglect to answer when called in court, the court, upon due proof of service of the summons, may either adjourn the cause from time to time or proceed to the hearing of the cause on the part of the plaintiff only, and the judgment thereupon shall be as valid as if both parties had attended; provided that the court in any such case, at the same or any subsequent court, may set aside any judgment so given in the absence of the defendant, and the execution thereupon, and may grant a new trial upon such terms, if any, as it may think fit.

Judgment Summons.

9. No order of commitment under the Debtors Act, 1869, shall be made unless a summons to appear and be examined on oath, hereinafter called a judgment summons, shall have been personally served upon the judgment debtor, which service, where made out of the district, shall be proved by affidavit.

10. A judgment summons may issue although no distress warrant has been applied for.

11. Every judgment summons shall be according to the form in the schedule, and be served not less than two clear days before the day on which the judgment debtor is required to appear, except the judgment debtor is stated to be about to remove, or is keeping out of the way to avoid service.

12. The hearing of a judgment summons may be adjourned from time to time.

13. Any witness may be summoned to prove the means of the judgment debtor, in the same manner as witnesses are summoned to give evidence upon the hearing of a plaint.

14. An order of commitment made under the Debtors Act, 1869, shall be according to the form in the schedule, and shall, on whatever day it may be issued, bear date on the day on which the order for commitment was made, and shall continue in force for one year from such date and no longer.

15. When an order of commitment for non-payment of money is issued, the defendant may, at any time before his body is delivered into the custody of the gaoler, pay to the officer holding such order the amount indorsed thereon as that on the payment of which he may be discharged; and on receiving such amount the officer shall discharge the defendant, and shall forthwith pay over the amount to the clerk of the court.

16. The sum indorsed on the order of commitment as that upon payment of which the prisoner may be discharged may be paid to the clerk of the court from which the commitment order was issued, or to the gaoler in whose custody the prisoner is. Where it is paid to the clerk, he shall sign and seal a certificate of such payment, and upon receiving such certificate by post or otherwise, the gaoler in whose custody the prisoner shall then be shall forthwith discharge such prisoner. And where it is paid to the gaoler, he shall, upon payment to him of such amount, together with costs sufficient to pay for transmitting by post-office order or otherwise such amount to the court under the order of which the prisoner was committed, sign a certificate of such payment, and discharge the prisoner.

17. A certificate of payment by a prisoner shall be according to the form in the schedule.

18. All costs incurred by the plaintiff in endeavouring to enforce an order shall be deemed to be due in pursuance of such order under section 5 of the Debtors Act, 1869, unless the court shall otherwise order.

Costs.

19. The costs to be paid in the first instance by every person seeking the assistance of the court shall be those contained in the schedule B. to these rules annexed.

20. The court may, in its discretion, allow any party,

in respect of any expense he may have incurred in the employment of a solicitor, any sum not exceeding ten shillings where the sum claimed exceeds forty shillings, and not exceeding fifteen shillings where it exceeds five pounds.

Forms.

21. The forms given in the schedule shall be used, with such variations as may be necessary to meet the circumstances of each court.

Aug. 13, 1875.

CAIRNS, C.

SCHEDULE.**1.****SUMMONS TO APPEAR.**

Employers and Workmen Act, 1875.

In the [county of . Petty Sessions District of .]

Between A.B., Plaintiff,

[Address, Description,]

and

C.D., Defendant,

[Address, Description.]

You are hereby summoned to appear on the day of , 18 , at the hour of in the noon, at , before [two of such justices of the peace for the above county as might there be], to answer the plaintiff, to a claim, the particulars of which are hereunto annexed.

Given under my hand and seal this day of , 18 . J. S. (L.S.)

NOTE.—(This, and all other summonses issued under the Employers and Workmen Act, 1875, may be signed by the clerk to the justices, where such justices shall, by a general direction, authorize their clerks to sign them in lieu of one of themselves.)

2.**SUMMONS TO WITNESS.**

Employers and Workmen Act, 1875.

In the [county of . Petty Sessions District of .]

Between A.B., Plaintiff,

and

C.D., Defendant.

You are hereby required to attend at on the day of , 187 , at the hour of in the noon, to give evidence in the above cause on behalf of the [plaintiff or defendant as the case may be].

Given under my hand and seal this day of , 187 . J. S. (L.S.)

To

3.**JUDGMENT FOR PLAINTIFF.**

Employers and Workmen Act, 1875.

In the [county of . Petty Sessions District of .]

Between A.B., Plaintiff,

and

C.D., Defendant.

It is this day adjudged that the plaintiff do recover against the defendant the sum of £ for debt [or damages], and £ for costs, amounting together to the sum of £ .

And it is ordered that the defendant do pay the same to the plaintiff on or before the day of [or by instalments of for every days; the first instalment to be paid on or before the day of , 18]; and if the same be not paid as ordered it is hereby further ordered that the same be levied by distress and sale of the goods and chattels of the said defendant.

Given under our hands and seals this day of ,
Signatures of two of the justices } J. S. (L.S.)
by whom order made. } J. S. (L.S.)

4.**JUDGMENT FOR DEFENDANT.**

Employers and Workmen Act, 1875.

In the [county of . Petty Sessions District of .]

Between A.B., Plaintiff,

and

C.D., Defendant.

Upon hearing this cause this day, it is adjudged that judgment be entered for the defendant, and that the plaintiff pay the sum of £ for the defendant's costs on or before the day of ; and if the same be not paid as ordered it is hereby further ordered that the same be levied by distress and sale of the goods and chattels of the said plaintiff.

Given under our hands and seals this day of , 187 .
Signatures of two of the justices } J. S. (L.S.)
by whom order made. } J. S. (L.S.)

5.

JUDGMENT SUMMONS.

Employers and Workmen Act, 1845, and the Debtors Act, 1869.

In the [county of . Petty Sessions District of .] Between A.B., Plaintiff, [Address, Description,] and C.D., Defendant. [Address, Description.]

Whereas the plaintiff [or defendant] obtained an order against you the above-named defendant [or plaintiff] in this court on the day of , 187 , for the payment of pounds shillings and pence.

And whereas you have made default in payment of the sum payable in pursuance of the said order.

You are therefore hereby summoned to appear personally in this court at [place where court held] on the day of , 187 , at the hour of in the noon, to be examined on oath by the court touching the means you have or have had since the date of the order to satisfy the sum payable in pursuance of the said order; and also to show cause why you should not be committed to prison for such default.

Given under my hand and seal this day of , 187 .

J. S. (L.S.)

£ s. d.

Amount of order, and costs .

Costs of distress against the goods, if any .

£ s. d.

Paid into court .

Instalments which were not required to have been paid before the date of the summons .

Sum payable .

Costs of this summons .

Amount upon the payment of which no further proceedings will be had until default in payment of next instalment .

6.
ORDER OF COMMITMENT.

Employers and Workmen Act, 1875, and the Debtors Act, 1869.

In the [county of . Petty Sessions District of .] Between A.B., Plaintiff, and

C.D., Defendant.

To the constable of and all other peace officers of the county, and to the governor or keeper of the [prison of the county to which debtors are committed].

Whereas the plaintiff [or defendant] obtained an order against the defendant [or plaintiff] in this court on the day of , 187 , for the payment of £ .

And whereas the defendant hath made default in payment of , payable in pursuance of the said order.

And whereas a summons was, at the instance of the plaintiff [or defendant] duly issued out of this court, by which the defendant [or plaintiff] was required to appear personally at this court on the day of , 187 , to be examined on oath touching the means he had then or had had since the date of the order to satisfy the sum then due and payable in pursuance of the order, and to show cause why he should not be committed to prison for such default.

And whereas, at the hearing of the said summons, the defendant [or plaintiff] appeared [or the summons was proved to have been personally and duly served], and it has now been proved to the satisfaction of the court that the defendant [or plaintiff] now has [or has had] since the date of the order the means to pay the sum then due and payable in pursuance of the order, and has refused [or neglected] [or then refused or neglected] to pay the same,

and the defendant [or plaintiff] has shown no cause why he should not be committed to prison.

Now, therefore, it is ordered that, for such default as aforesaid, the defendant [or plaintiff] shall be committed to prison for days, unless he shall sooner pay the sum stated below as that upon the payment of which he is to be discharged.

These are, therefore, to require you, the said constable and peace officers, to take the defendant [or plaintiff] and to deliver him to the governor or keeper of the [prison aforesaid], and you, the said governor or keeper, to receive the defendant [or plaintiff] and him safely keep in the said prison for days from the arrest under this order, or until he shall be sooner discharged by due course of law.

Given under our hands and seals this [insert date of order] day of , 187 .

Signatures of two of the justices { J. S. (L.S.)
by whom order made. } J. S. (L.S.)
£ s. d.

Total sum payable at the time of hearing of the judgment summons .

Hearing of summons, and cost of order .

Total sum upon payment of which the prisoner will be discharged .

7.

CERTIFICATE FOR THE DISCHARGE OF A PRISONER FROM CUSTODY.

Employers and Workmen Act, 1875, and the Debtors Act, 1869.

In the [county of . Petty Sessions District of .] Between A.B., Plaintiff, and

C.D., Defendant.

I hereby certify that the defendant [or plaintiff] who was committed to your custody by virtue of an order of commitment under the seals of two justices of this court, bearing date the day of , 187 , has paid and satisfied the sum of money for the non-payment whereof he was so committed, together with all costs due and payable by him in respect thereof; and that the defendant [or plaintiff] may, in respect of such order, be forthwith discharged out of your custody.

Dated this day of , 187 .

, Clerk of the Court.

To the governor or keeper of .

8.

WARRANT OF DISTRESS FOR PAYMENT OF MONEY BY PLAINTIFF.

Employers and Workmen Act, 1875.

In the [county of . Petty Sessions District of .] Between A.B., Plaintiff, and
C.D., Defendant.

Whereas at a court held at on the day of , 187 , it was ordered by the court that judgment should be entered for the defendant, and that the plaintiff should pay to the defendant, on or before the day of , the sum of £ for the defendant's costs of suit; and that if the same were not paid as ordered, it was further ordered that the same should be levied by distress and sale of the goods and chattels of the said plaintiff:

And whereas default has been made in payment according to the said order: These are, therefore, to command you forthwith to make distress of the goods and chattels of the plaintiff (excepting the wearing apparel and bedding of him or his family, and the tools and implements of his trade, if any, to the value of five pounds), the sum of £ , being the amount due to the defendant under the said order, together with the reasonable charges for taking and keeping the said distress; and that you do pay what you shall have so levied to the clerk of this court.

Given under my hand and seal this day of , 187 .

J. S. (L.S.)

To the constable of , and all other peace officers in the county.

Notice.—The goods and chattels are not to be sold until after the end of five clear days next following the day on which they were seized, unless they be of a perishable nature, or at the request of the said plaintiff.

9.
WARRANT OF DISTRESS FOR PAYMENT OF MONEY BY DEFENDANT.

Employers and Workmen Act, 1875.

In the [county of . Petty Sessions District of .] Between A.B., Plaintiff,
and
C.D., Defendant.

Whereas on the day of , 187 , the plaintiff obtained a judgment in this court against the defendant for the sum of £ ; and it was thereupon ordered by the court that the defendant should pay the same to the plaintiff on the day of [or by instalments of for every days]; and that if the same were not paid as ordered, it was further ordered that the same should be levied by distress and sale of the goods and chattels of the said defendant :

And whereas default has been made in payment according to the said order : These are therefore to command you forthwith to make distress of the goods and chattels of the defendant (excepting the wearing apparel and bedding of him or his family, and the tools and implements of his trade, if any, to the value of five pounds), the sum of £ , being the amount due to the plaintiff under the said order, together with the reasonable charges of taking and keeping the said distress ; and that you do pay what you shall have so levied to the clerk of this court.

Given under my hand and seal this day of , 187 . J. S. (L.S.)

To the constable of , and all other peace officers in the county of .

NOTICE.—The goods and chattels are not to be sold until after the end of five clear days next following the day on which they were seized, unless they be of a perishable nature, or at the request of the defendant.

10.

UNDERTAKING IN WRITING BY DEFENDANT TO PERFORM CONTRACT.

Employers and Workmen Act, 1875.

In the [county of . Petty Sessions District of .] Between A.B., Plaintiff,
and
C.D., Defendant.

Whereas it has been found by this court on the day of , 187 , that the defendant had broken the contract for the breach of which he was summoned :

And whereas the court would have awarded to the plaintiff the sum of £ by way of damages suffered by him in consequence of such breach, and would have ordered him to have paid such sum, but that the defendant was willing to give security for the performance by him of so much of the contract as remains unperformed :

Now therefore I the undersigned defendant, and we the undersigned sureties [or the undersigned surety], do undertake that the said defendant will perform so much of the said contract as remains unperformed, that is to say [here set out so much of the contract as remains to be performed] :

And I the said defendant, and we [or I] the said sureties [or surety], hereby severally acknowledge ourselves bound to forfeit to A.B., the plaintiff, the sum of pounds and shillings, in case the said defendant fails to perform what he has hereby undertaken to perform.

(Signed, where not taken orally) C.D., Defendant.
E.F., } Sureties.
G.H., } Sureties.

Taken [orally] before me this day of , 187 . J. S. (L.S.)

NOTE.—Where the undertaking is given orally, strike out the words "undersigned" where they occur, and insert the word "orally" after "Taken."

11.

ORDER ON AN APPRENTICE TO PERFORM HIS DUTIES.

Employers and Workmen Act, 1875.

In the [county of . Petty Sessions District of .] Between A.B., Plaintiff,
and
C.D., Defendant.

It is ordered that the defendant do forthwith perform the

duties he has contracted to perform under his apprenticeship to the plaintiff.

Given under our hands and seals this day of 187 .

Signatures of two of the justices { J. S. (L.S.)
by whom order made. { J. S. (L.S.)

12.

ORDER RESCINDING A CONTRACT OF APPRENTICESHIP.

In the [county of . Petty Sessions District of .] Between A.B., Plaintiff,
and
C.D., Defendant.

It is adjudged that the instrument of apprenticeship made between the plaintiff and defendant be rescinded, and that the plaintiff [or defendant] do pay to M.N. of , the sum of pounds, being the whole [or a part] of the premium paid by the said M.N. on the binding of the defendant [or plaintiff] as apprentice to the plaintiff [or defendant].

Given under our hands and seals this day of 187 .

Signatures of two of the justices { J. S. (L.S.)
by whom order made. { J. S. (L.S.)

13.

COMMITAL OF AN APPRENTICE.

Employers and Workmen Act, 1875.

In the [county of . Petty Sessions District of .] Between A.B., Plaintiff,
and
C.D., Defendant.

To the constable of and all other the peace officers . Whereas on the day of , 187 , it was ordered that the defendant should forthwith perform the duties he had contracted to perform under his contract of apprenticeship to the plaintiff:

And whereas it has been made to appear to the satisfaction of the court on the oath of the plaintiff [and of G.H. of] that the defendant has failed to comply with the requirements of the said order :

Now, therefore, it is ordered that the said defendant be committed to prison for days.

These are therefore to require you the constable of and others to take the defendant and deliver him to the governor or keeper of the [prison], and you the said governor or keeper to receive the defendant and him safely keep in the said prison for days from the arrest under this order, or until he shall be sooner discharged by due course of law.

Given under our hands and seals this day of 187 .

Signatures of two of the justices { J. S. (L.S.)
by whom order made. { J. S. (L.S.)

14.

ACCEPTANCE OF SECURITY FOR PERFORMANCE OF CONTRACT BY AN APPRENTICE.

Employers and Workmen Act, 1875.

In the [county of . Petty Sessions District of .] Between A.B., Plaintiff,
and
C.D., Defendant,

E.F., bondsman under the contract of apprenticeship of the defendant.

Whereas on the day of , 187 , it was ordered that the defendant should forthwith perform the duties he had contracted to perform under his contract of apprenticeship to the plaintiff :

And whereas it hath been made to appear to the satisfaction of the court on the oath of the plaintiff [and of G.H. of] that the defendant has failed to comply with the requirements of the said order :

And whereas by the said failure the defendant hath rendered himself liable to be committed :

And whereas E.F. [or R.S. of] is willing to give security to the amount of pounds for the due performance by the defendant for his duties under his said contract of apprenticeship :

Now, therefore, the court doth direct such security to be forthwith given, and doth order that if payment of the said sum be not made on the defendant failing to perform his contract such sum may be levied by distress of the goods

Sept. 25, 1875.

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and chattels of the said E.F. [or R.S.], or an application be made to this court for commitment of the said E.F. [or R.S.] according to the provisions of this Act.

Given under our hands and seals this day of , 187 .

Signatures of two of the justices { J. S. (L.S.)
by whom order made. } J. S. (L.S.)

15.

APPLICATION FOR THE SUMMONING OF A BONDSMAN FOR AN APPRENTICE.

Employers and Workmen Act, 1875.

In the [county of . Petty Sessions District of .] Between A.B., Plaintiff,
and
C.D., Defendant.

The plaintiff in this case applies to the court to direct that E.F., of , who is liable under the instrument of the apprenticeship of the defendant to the plaintiff for the good conduct of the defendant as apprentice to the plaintiff, be summoned to attend at the hearing of the proceeding.

(Signed) A.B., Plaintiff.

It is hereby directed by the court that E.F. be summoned accordingly.

Given under my hand and seal this day of , 187 .

J. S. (L.S.)

16.

SUMMONS TO A BONDSMAN FOR AN APPRENTICE.

Employers and Workmen Act, 1875.

In the [county of . Petty Sessions District of .] Between A.B., Plaintiff,
and
C.D., Defendant.

To E.F., of .

Take notice that you are hereby summoned to attend at on the day of , 187 , at o'clock in the noon, to show cause why the court should not in addition to or in substitution for any order to be made against the said defendant, order you to pay the amount of any damages which it may find that the plaintiff has suffered in consequence of the breach of the contract of apprenticeship made between you and the plaintiff and the defendant.

Given under my hand and seal this day of , 187 .

J. S. (L.S.)

17.

ORDER ON A BONDSMAN FOR AN APPRENTICE TO PAY DAMAGES.

Employers and Workmen Act, 1875.

In the [county of . Petty Sessions District of .] Between A.B., Plaintiff,
and
C.D., Defendant,

and

E.F., bondsman under the contract of apprenticeship of the defendant.

It is adjudged that the said bondsman do pay to the plaintiff, on or before the day of 187 , the sum of pounds for damages suffered by him in consequence of the breach of the contract of apprenticeship made between the plaintiff, defendant, and the said bondsman; and if the same be not paid as ordered, it is hereby further ordered that the same be levied by distress and sale of the goods and chattels of the said bondsman.

Given under our hands and seals this day of 187 .

Signatures of two of the justices { J. S. (L.S.)
by whom order made. } J. S. (L.S.)

18.

PLAINT AND MINUTE BOOK.

Employers and Workmen Act, 1875.

Date.	Plaintiff.	Residence.	Trade.	Defendant.	Residence.	Trade.	Particulars of Dispute.	Order made.	Subsequent Proceedings.

SCHEDULE B.

	s. d.
For entry of every plaint, including summons thereon	1 0
For order on a plaint	2 0
For every undertaking given by way of security	2 0
For judgment summons, including hearing	1 0
For warrant of distress or order of commitment	2 0
For summons to witness	1 0

N.B.—Where the sum claimed exceeds £1 0s. 0d., or the sum in respect of the non-payment of which the summons for or order of commitment or warrant of distress issues exceeds £1 0s. 0d., an additional fee of one shilling shall be taken.

For mileage in serving or executing process

Such reasonable cost as may be allowed by the court.

13th August, 1875.

CAIRNS, C.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

Sept. 24, 1875.

3 per Cent. Consols, 94½	Annuities, April, '82, 9½
Ditto for Account, Oct. 5, 94½	Do. (Red Sea T. Aug. 1868
3 per Cent. Reduced, 93½	Ex Bills, £1000, 2½ per Ct. 11 pm
New 3 per Cent., 93½	Ditto, £600, Do, 11 pm
Do, 3½ per Cent., Jan. '94	Ditto, £100 & £200, 11 pm
Do, 2½ per Cent., Jan. '94	Bank of England Stock, 5 per
Do, 5 per Cent., Jan. '78	Ct. (last half year), 252
Annuities, Jan. '80 —	Ditto, or Account.

INDIAN GOVERNMENT SECURITIES.

Ditto 5 per Cent., July, '80, 1868	Ditto, 5 per Cent., May '79 99
Ditto for Account.—	Ditto Debentures, 4 per Cent
Ditto 4 per Cent., Oct. '88, 105	April, '64
Ditto, ditto, Certificates—	D.D. Do, 5 per Cent., Aug. '73
Ditto Face Ppr., 4 per Cent. 92	Do. Bonds, 4 per Cent. £1000
Ind. Enf. Pr., 5 p C., Jan. '72	Ditto, ditto, under £1000

RAILWAY STOCK.

Railways.	Paid.	Closing Price.
Stock Bristol and Exeter	100	119
Stock Caledonian	100	127½
Stock Glasgow and South-Western	100	111
Stock Great Eastern Ordinary Stock	100	51½
Stock Great Northern	100	137
Stock Do, A Stock*	100	150
Stock Great Southern and Western of Ireland	100	112
Stock Great Western—Original	100	118 x d
Stock Lancashire and Yorkshire	100	138½
Stock London, Brighton, and South Coast	100	117
Stock London, Chatham, and Dover	100	26½
Stock London and North-Western	100	142½
Stock London and South-Western	100	119½
Stock Manchester, Sheffield, and Lincoln	100	82
Stock Metropolitan	100	95½
Stock Do, District	100	41
Stock Midland	100	140½
Stock North British	100	102½
Stock North Eastern	100	169½
Stock North London	100	117
Stock North Staffordshire	100	73
Stock South Devon	100	63
Stock South-Eastern	100	131

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The position of the Bank remains satisfactory, the proportion of reserve to liabilities being fifty-three per cent. But for the foreign demand for gold this week the unemployed capital would have been still larger. The railway market has been depressed, and there is but little change in foreign stocks. Bank shares remain very quiet. Consols closed 94½ to 94¾ for money and account.

The prospects has been issued of the Briton Life Association (Limited), which is formed for the creation of a "new series" of the Briton Medical and General Life Association upon a perfectly independent basis, and entirely free from any of the existing liabilities or engagements of the parent institution. The capital required is £500,000, in £1 shares, of which 100,000 are to be a first issue. A meeting was held on Tuesday of the share and policy holders of the old society, at which a special report to the 31st of December last was submitted, stating their reasons for establishing a new company.

Sept. 25, 1875

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

- ASTON**—Sept. 19, at 13, Pembroke-gardens, Kensington, the wife of James J. Aston, Q.C. in the County Palatine of Lancaster, of a son.
RAVENHILL—Sept. 18, at 21, Regent's-park-terrace, the wife of W. W. Ravenhill, barrister-at-law, of a daughter.
RUSTON—Sept. 18, at 2, Eggesfield-villas, Brentford, the wife of William Ruston, jun., solicitor, of a daughter.

MARRIAGE.

- HILTON-TAYLOR**—Sept. 2, at the Cathedral, Manchester, T. J. R. Hilton, barrister-at-law, of Glan-y-don, Colwyn, to Esther Elizabeth, second daughter of the late Walter Taylor, of Maltton, Yorkshire.

DEATH.

- SHELLEY**—Sept. 22, at his residence, Kingston Villa, Leamington Priors, Walter Shelley, of the Middle Temple, aged 42.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, Sept. 17, 1875.

LIMITED IN CHANCERY.

- Newspaper Company, Limited.**—Petition for winding up, presented Sept 1, directed to be heard before V.C. Bacon on Saturday, Nov 6.
Morgan and Co. Moorgate st., solicitors for the petitioner.
Oakwell Collieries, Limited.—Creditors are required, on or before Sept 30, to send their names and add'ls cases, and the particulars of their debts or claims, to James Waddell, Queen Victoria st., Monday, Nov 1, at 2, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, Sept. 21, 1875.

LIMITED IN CHANCERY.

- Whitley Partners, Limited.**—Petition for winding up, presented Sept 17, directed to be heard before V.C. Bacon on Oct 6. Torr and Co., Bedford row, agents for Middleton and Sons, Leeds, solicitors for the petitioners.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Sept. 17, 1875.

- Gronow, Thomas Lettissom, Alysham, Norfolk, Esq.** Oct 28. Gronow v Slater, V.C. Bacon. Elmslie and Co., Leadenhall st.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Sept. 17, 1875.

- Adams, Thomas, Victoria grove.** Nov 13. Whittington and Son, Bishopsgate st without.
Azemer, Alme, Manor st, Clapham. Oct 12. Crump, Philpot lane
Barton, George, Knottingley, York. Carpenter. Oct 23. Carter, Pontefract
Blake, James Joseph, Blackfriars rd, Solicitor. Nov 13. Henderson and Buckle, Fenchurch st
Broadley, Ann, Low Askworth, York. Oct 30. Carter, Pontefract
Brown, William, Harrington, Manchester. Restaurant Keeper. Dec 1. Brett, Manchester
Chippindale, Matilda, Southborough, Kent. Oct 15. Hewitt, Nicholas Jane, Lombard st
Chippindale, William, Quarry hill, Tonbridge, Kent, Esq. Oct 15. Hewitt, Nicholas Jane, Lombard st
Chouler, William, Jun, South Muskham, Nottingham. Farmer. Nov 22. Pratt and Hodgkinson, Newark-upon-Trent
Churchill, John Sprigge Morse, New Burlington st. Medical Publisher. Dec 26. Bower and Cotton, Chancery lane
Darling, William, Lower Park rd, Peckham. Upholsterer. Nov 15. More, Walbrook
Dodgeon, Hannah, Halifax, York. Oct 9. Hill, Halifax
Drake-Cutcliffe, Charles Henry, Lee, Ilfracombe, Devon, Esq. Nov 1. Bircham and Co., Threadneedle st
Floyer, Hubert Martin, St Bartholomew's Hospital. Medical Student. Nov 1. Simpson and Millington, Boston
Francis, Joseph, Brightlingsea, Essex. Stone Merchant. Nov 1. Smythes and Co., Colchester
Guil, John, Southwark bridge rd, Paper Stainer. Oct 27. Keen and Rogers, Knight Rider st, Doctors' commons
Hooton, James, Newark-upon-Trent. Nottingham, Brewer. Nov 22. Pratt and Hodgkinson, Newark-upon-Trent
Keogh, Thomas, Walthamstow, Essex, Gent. Oct 30. Ratcliffe and Sons, New Broad st
Mallard, Charles, Bristol. Commander R.N. Oct 30. Brittan and Sons, Bristol
Marsden, John, Lincoln. Brewer. Nov 1. Johnson, Gray's inn square
Meredith, Frederick Thomas, Edgware rd. Cornchandler. Oct 13. Moreop, Cannon st
Mitchison, Maria, Warwick rd, Maida hill. Oct 23. Johnson, Gray's inn square
Nash, William, Weston-super-Mare, Somerset, Esq. Oct 30. Brittan and Sons, Bristol
Ridley, Thomas, Heworth green, York, Gent. Oct 4. Cobb, York
Stevenson, Joseph, Shoreditch. Tea Merchant. Dec 24. Fox, Norwich
Twiss, William, Spring place, Kentish town, Smith. Dec 1. Keighley and Getting, Ironmonger lane
Welsh, Francis Roberts, Shirley, Hants. Brewer. Nov 8. Lomer, Southampton
Williams, Major Edward, Talgarth, Brecknock. Attorney. Nov 15. Garrold, Hereford

- Wippell, William, Poltimore, Devon, Gent. Oct 11. Huggins, Exeter Worth, Joseph, Halifax, York, Woollen Manufacturer. Oct 1, July, Halifax

TUESDAY, Sept. 21, 1875.

- Armstrong, Joanna, Newcastle-upon-Tyne. Nov 30. Hedge and Harle, Newcastle-upon-Tyne

- Bennie, Rachel, Weston-super-Mare, Somerset. Oct 16. Girdestone, Albany courtyard, Piccadilly

- Benton, Richard, Wednesfield, Wolverhampton, Stafford, Bewdley Keeper. Dec 31. Wilkinson and Gillespie, Walsall

- Bradley, John, Moorgate st, Accountant. Oct 15. Walker, Fitzroy, Fitzroy square

- Dell, Edward Crump, Chiswick, Middlesex, Doctor of Medicine. Nov 1. Randall and Son, Fokenhouse yard

- Harvey, William, Heston, Middlesex, Licensed Victualler. Oct 11. Raston and Co., Brentford

- Naylor, Henry, Worksop, Nottingham, Veterinary Surgeon. Dec 1. Hodding and Bevor, Worksop

- Ponting, Charles, Woodford green Farm, Berkeley, Gloucester. Oct 30. Scott, Berkeley

- Chapman, John, Ridleys, Lancashire, Yeoman. Oct 16. Thompson, Bentham

- Roberts, William Harris, Swansea, Glamorgan, Gent. Nov 2. Davis and Hartland, Swansea

- Robertson, Elizabeth, Bath, Somerset. Oct 20. Foster, Wells

- Sweeting, John, Belgrave st, Stepney, Engineer. Nov 1. Baker and Nairne, Crosby square

- Terrill, William, Leicester, Warwick, Victualler. Nov 11. Jones, Leicester

- Thurlow, Edwin, Caledonian rd, Provision Dealer. Oct 30. Cooks and Murr, Essex st, Strand

- Tyrer, William Kenney, Liverpool, Solicitor. Oct 20. Tyrer and Co., Liverpool

- Vidal, Rev James Henry, Chiddingly, Sussex. Dec 1. Daniel and Strickland, Bristol

- Wedga, Rev Charles, Borough green, Cambridge. Oct 20. Kitchen and Fenn, Cambridge

- Willmore, Joseph, Aston in Birmingham, Gent. Sept 29. Rowley, Birmingham

- Wilson, John, Gazeley, Suffolk, General Shop Keeper. Oct 20. Kitchener and Fenn, Newmarket

- Wilson, Thomas, Liverpool, Butcher. Oct 20. Foster and Son, Liverpool

- Worthington, John, Cheadle, Cheshire, Gent. Dec 31. Vaughan, Cheshire

- Xabey, John, Plymouth, Devon, Gent. Jan 1. Recker and Co., Plymouth

Bankrupts.

FRIDAY, Sept. 17, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

- Cohen, Mylius, Fish at hill, Chemical Manufacturer. Pet Sept 14. Murray. Oct 5 at 11

To Surrender in the Country.

- Crowther, Joseph, and Richmond Gledhill, Halifax, York, Slates. Pet Sept 13. Rankin, Halifax, Oct 4 at 11

To Surrender in London.

- Drewes, Albert Cecil Robert, Falmouth, Cornwall, Gent. Pet Sept 14. Chilcott, Truro, Oct 6 at 10.30

To Surrender in London.

- King, Thomas, Hastings, Sussex, Builder. Pet Sept 14. Young, Hastings, Oct 2 at 11

To Surrender in the Country.

- Richards, William, Clifton, Bristol, Draper. Pet Sept 13. Harley, Bristol, Sept 23 at 2

To Surrender in London.

- Walker, Alexander, Bishopwearmouth, Sunderland, Draper. Pet Sept 15. McKenzie, Sunderland, Oct 2 at 12

To Surrender in London.

- Wrangham, William Hubert, Epsom, Surrey, out of business. Pet Sept 14. Rowland, Croydon, Oct 8 at 2

To Surrender in London.

To Surrender in the Country.

To Surrender in London.

- Batchelor, Henry Crouch, King William st, Maritime Agent. Pet Sept 17. Murray. Oct 5 at 12.30

To Surrender in London.

- Richardson, Robert, Tooley st, London bridge, General Factor. Pet Sept 17. Murray. Oct 5 at 12

To Surrender in London.

- Scott, Waller, Finsbury pavement, Warehouseman. Pet Sept 20. Peppa, Oct 7 at 12.30

To Surrender in London.

- White, William Alfred, Queen Victoria st, Agent. Pet Sept 20. Peppa, Oct 8 at 12

To Surrender in London.

- Wood, Patrick, Finsbury chambers, Financial Agent. Pet Sept 18. Peppa, Oct 7 at 12

To Surrender in London.

To Surrender in the Country.

- Caspers, Charles, Newcastle-upon-Tyne, Merchant. Pet Sept 18. Pybus, Jun 1, Newcastle, Oct 4 at 12

To Surrender in London.

- Hill, James Boardman, Liverpool, Lard Refiner. Pet Sept 17. Watson, Liverpool, Oct 4 at 2

To Surrender in London.

BANKRUPTCIES ANNULLED.

TUESDAY, Sept. 21, 1875.

- Benton, John Wheeldon, Ilford, Essex, Attorney's Article Clerk. June 20

To Surrender in London.

- Benton, John Wheeldon, Sun st, Bishopsgate, Picture Frame Maker. Sept 17

To Surrender in London.

- Lewis, Henry Clarke. Sept 7

To Surrender in London.

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Sept. 17, 1875.

- Alderton, James, Campbell rd, Bromley St Leonard's, Grocer. Oct 1 at 2 at offices of Webb, Austin friars

To Surrender in London.

- Alway, William, Newton Abbott, Devon, Brush Maker. Sept 28 at 4 at offices of White, South st, Exeter

To Surrender in London.

- Anderson, Anne Maria, Horley, Surrey, Schoolmistress. Oct 1 at 2 at offices of Grace, Station rd, Redhill

To Surrender in London.

- Balecome, Stanley John, Aberystwith, Cardigan, Accountant. Sept 25 at 12 at offices of Hughes and Son, North Parade, Aberystwith
 Barker, John, Pontefract, York, Coach Builder. Sept 29 at 2 at offices of Carter, Pontefract.
 Basile, Meyer Jacob, Belgrave rd, St John's wood, Cigar Merchant. Oct 5 at 3 at offices of Angove, Alder-gate
 Blaunden, George, Gurney st, New Kent rd, Plasterer. Oct 6 at 11 at office of Chapman, London wall
 Buck, William, West Hartlepool, Durham, Grocer. Oct 6 at 12 at office of Todd, Church st, West Hartlepool
 Casley, John jun, Rodney Stoke, Somerset, Cattle Dealer. Oct 2 at 2 at the Swan Hotel, Wells, Ebbledo, Bristol
 Cast, Edward, Wakefield, York, Joiner. Sept 30 at 2 at offices of Burton and Moulding, King st, Wakefield
 Chimes, Edward, Manchester, Fine Art Dealer. Oct 4 at 3 at offices of Hulton and Lister, Brazennose st, Manchester
 Clemmison, Thomas, Hexham, Northumberland, Grocer. Sept 28 at 12 at offices of Watson, Pilgrim st, Newcastle-upon-Tyne
 Clews, Arthur, Balsall Heath, Worcester, Builder. Oct 1 at 3 at office of Parry, Bennett's Hill, Birmingham
 Cobham, George, Radcliffe, Gravesend, Builder. Sept 27 at 12 at offices of Sharland and Hatten, Court House, King st, Gravesend
 Collaeet, Ann, Cardiff, Grocer. Oct 5 at 11 at offices of Morgan, High st, Cardiff
 Cotterworth, Charles Henry, Urmston, Lancashire, Builder. Oct 4 at 3 at offices of Withington and Co, Brown st, Manchester
 Cowie, Richard, Bristol, out of business. Sept 28 at 11 at offices of Gwynn and Westhrop, All Saints court, Bristol
 Cromond, John, Manchester, House Decorator. Oct 5 at 3 at offices of Hulton and Lister, Brazennose st, Manchester
 Grip, Joseph, and Thomas Dixon Halls, South Shields, Durham, Provision Merchants. Sept 27 at 12 at the County Court Newcastle-upon-Tyne, Kirkby, South Shields
 Crossey, John, Stockport, Cheshire, Tinsplate Worker. Sept 29 at 3 at offices of Marsh and Coppock, Vernon st, Stockport
 Cuthbert, Hannah, Forst st, Oldham. Sept 30 at 2 at offices of Izard and Betts, Eastcheap, Webb, Austin Friars
 Eastwood, John William, Dewsberry, York, Earthenware Dealer. Sept 30 at 3 at offices of Chadwick and Son, Church st, Dewsberry
 Ellis, William, Park st, Islington, Cab Driver. Sept 21 at 3 at 9, Lincoln's Inn fields, Marshall
 Everingham, William, Birkenhead, Cheshire, General Draper. Oct 5 at 3 at office of Quelch and Greenway, Dale st, Liverpool
 Fox, Charles Alfred, and Sam Walsh, York, Stonemasons. Oct 1 at 4 at offices of Ibbsone, Dewsberry
 Garth, Charles William, Batley, York, Tinner. Oct 1 at 2.30 at the Mirfield Station Refreshment Rooms, Wooler
 Gillespie, William Roger, Fratton, Hants, Assistant Engineer R.N. Oct 2 at 3 at offices of King, North st, Portsea
 Green, Edward William, Mitcham, Surrey, Market Gardener. Sept 29 at 3 at offices of Bilton, Vassall rd, Camberwell New rd
 Gyford, John, Monkhouse, Suffolk, Farmer. Sept 29 at 2 at offices of Aston and Ling, Framlingham
 Harding, George, Loughborough, Leicester, Joiner. Sept 30 at 12 at office of Goode, Devonshire square, Loughborough
 Hicks, John, Ilfracombe, Devon, Mason. Oct 7 at 11 at offices of Thorne, Castle st, Barnstaple
 Hopkins, Joseph, and Alfred Richard Hopkins, Birmingham, Electro-plate Manufacturers. Sept 29 at 11 at offices of Cotterell, Newhall st, Birmingham
 Humphrey, George, Chichester, Sussex, Ginger Beer Manufacturer. Oct 4 at 3 at the Dolphin Hotel, Chichester. Jaeman, Chichester Jackson, John, Hasleay, Stafford, Jeweller. Sept 24 at 11 at offices of Stevenson, Cheapside, Hanley
 Jones, Simpson Wright, Dreden, Stafford, Timber Dealer. Oct 7 at 11 at offices of Welch, Caroline st, Longton
 Kayley, George, Sawley, York, Farmer. Oct 1 at 11 at offices of Eastham, Church st, Clitheroe
 Kelsey, Abraham Josiah, Kingston-upon-Hull, Builder. Sept 29 at 3 at the George Hotel, Whitefriargate, Kingston-upon-Hull, Laverack, Hull
 Lambert, David, Upper Swinfold, Worcester, Painter. Sept 27 at 12 at offices of Collis, Market st, Stourbridge
 Lunt, John Henry, Edgbaston, Warwick, Journeyman Machinist. Sept 29 at 3 at offices of Fallows, Cherry st, Birmingham
 Maiden, Robert Kellaway, Water lane, Tower st, Wine Merchant. Sept 27 at 2 at offices of Hubbard, London Joint Stock Bank chamber s, West Smithfield
 Messinger, Joseph, Newcastle-upon-Tyne, Painter. Sept 29 at 12 at offices of Macdonald, Mosley st, Newcastle-upon-Tyne
 Nichol, Joseph, and Thomas Nichol, Longton, Stafford, General Contractors. Oct 1 at 2 at the Clarence Hotel, Spring gardens, Manchester, Baring, Manchester
 Pemberton, William, Blackburn, Lancashire, Plumber. Oct 1 at 2 at offices of Warner, King st, Manchester. Marriott; Blackstock
 Fluty, Mary Ann, Cardiff, Glamorgan, Grocer. Oct 7 at 11 at offices of Morgan, High st, Cardiff
 Polli, Giuseppe, Aldersgate st, Restaurant Keeper. Oct 4 at 2 at offices of Angove, Alder-gate
 Proctor, William, Clifton, nr Manchester, Farmer. Oct 6 at 4 at offices of Best, Lower King st, Manchester
 Roberts, Edward Carr, Nottingham, Hosiery Manufacturer. Oct 1 at 2 at offices of Wells and Bind, Fletcher gate, Nottingham
 Russell, James Thomas, High st, Woolwich, Eating House Keeper. Oct 5 at 3 at the Wheatsheaf, Henry st, Woolwich. Cooper, Chancery lane
 Sankey, Henry, Manchester, Blinds Manufacturer. Oct 1 at 3 at offices of Horner and Co, Llyd st, Manchester
 Schofield, James, Martin st, Stratford, Chemical Light Manufacturer. Oct 1 at 11 at offices of Lane, New st, Bishopsgate st without
 Sharp, James Frederick, Southampton, Bookseller. Sept 27 at 3 at office of Shute, Portland st, Southampton
 Shaw, Edmund, Leeds, Cut Nail Manufacturer. Sept 27 at 11 at offices of Fullan, Bank chambers, Leeds
 Shepp, Oliver, Bath, Somerset, Tea Dealer. Sept 29 at 2 at offices of Barnard and Co, Albion Chambers, Broad st, Bristol. B. & C. W.
 Simcock, Samuel, Wyburnbury, Cheshire, Tailor. Oct 9 at 11 at offices of Brooke, Byssart buildings, Nantwich
- Simmonds, Thomas, Warwick, Carpenter. Oct 1 at 12 at offices of Sanderson, Churc st, Warwick
 Smith, Josiah, Small health, nr Birmingham, Pattern Maker. Sept 29 at 12 at offices of Fallows, Cherry st, Birmingham
 Southwood, James, Havant, Hants, Jeweller. Oct 1 at 12 at 145, Cheapside, King, Portsdown
 Swainson, John, Kendal, Westmorland, Wine Merchant. Oct 4 at 2 at the Board Room, Market place, Kendal. Thomson and Wilson, Kendal
 Taylor, Harry Boot-hroyd, Bradford, York, Shopman. Oct 6 at 4 at offices of Bottomley, New st, Huddersfield
 Thomas, Ann, Pontarddulais, Glamorgan, Grocer. Sept 28 at 7, Ratland st, Swansea, in lieu of the place originally named
 Tompkins, Bernard, Newton Longville, Buckingham, Dealer. Oct 9 at 2 at offices of Reader and Sons, Temple st, Aylesbury
 Turner, William Henry Tudsbury, Manchester, Consulting Engineer. Oct 4 at 2 at the Clarence Hotel, Spring gardens, Manchester. Tyre and Co, Liverpool
 Tunson, John Newton, Chorley, Lancashire, Basket Mak'r. Sept 29 at 11 at offices of Morris, Town Hall chambers, Chorley
 Walton, Mary, Blackhill, Durham, Grocer. Sept 29 at 12 at offices of Watt, William, and John Watt, Great Portland st, Oxford st, Restaurant Proprietors. Sept 27 at 3 at the Talbot Tavern, Little Chester st, Grosvenor place, Chipping Norton, Trinity st, southward
 Williams, Benjamin, Monkwearmouth, Shore, Durham, Music Seller. Sept 20 at 11 at offices of Steel, Bank buildings, Sunderland
 Worral, Charles, Birmingham, Negotiable Salesman. Sept 1 at 12 at offices of Parry, Bennett's Hill, Birmingham
 Worsley, Richard, Bradford, York, Painter. Sept 24 at 12 at offices of Parkers, Bedford. Dawson and Greaves, Bradford

TUESDAY, Sept. 21, 1875.

- Abbott, John Henry, jun, Railway grove, New cross, Cow Keeper. Oct 7 at 12 at offices of Moss, Gracechurch st
 Agar, Charlotte, Windsor, Berks, Pork Butcher. Oct 4 at 12 at the Royal Adelaide Hotel, Sheet st, Windsor. Eve, Aldershot
 Aspinwall, John, Preston, Lancashire, Draper. Oct 4 at 11 at offices of Morris, Town Hall chambers, Chorley
 Avey, Charles Frederick, Holton, Suffolk, Sack Manufacturer. Oct 4 at 3 at 11, Cheap-side, Allen, Halsworth
 Benton, John, Headstone, Old Charlton, Kent, Gent. Sept 28 at 2 at offices of Brett and Co, Leadenhall st, in lieu of the place originally named
 Betts, Josiah, Wolverhampton, Staff-rd, Commission Agent. Oct 2 at 11 at offices of Barrow, Queen st, Wolverhampton
 Boyle, Andrew All son, Hutton Rudby, York, Surgeon. Oct 5 at 11 at Barker's Temperance Hotel, Bridge st, West Middlesbrough. Bainbridge, Middlesbrough
 Braddick, Henry, Duke st, Aldgate, Woollen Draper. Oct 7 at 2 at offices of Reed and Lovell, Basinghall st
 Bray, John, Brighton, Sussex, News Agent. Oct 5 at 3 at offices of Goodman, Prince Albert st, Brighton
 Clark, Henry, Gibraltar walk, Bethnal green, Match Box Maker. Sept 30 at 3 at the Priory Tavern, Clapton park, Hackney, Fenton, Albion terrace, Kingsland
 Claxton, Ebenzer Anderson, Guiseley, York, Silk Manufacturer. Oct 7 at 11 at offices of Gardiner, Bond st, Bradford
 Dando, Benjamin, Tipton, Stafford, Charter Master. Sept 30 at 11 at offices of Stokes, Priory st, Dudley
 Daniel, Edmund Edward, Pontnewynd, Monmouth, Grocer. Oct 1 at 2 at offices of Williams and Co, Dock st, Newport
 Dobby, Robert, Middlesbrough, York, Butcher. Oct 5 at 3 at Barker's Temperance Hotel, Bridge st, West Middlesbrough. Bainbridge, Middlesbrough
 Douglas, James, Newcastle-upon-Tyne, Glass Merchant. Oct 11 at 11 at offices of Ingledew and Daggett, Dean st, Newcastle-upon-Tyne
 Drury, William, jun, Hatherton, Stafford, out of business. Oct 1 at 11 at offices of Glover, Park st, Walsall
 Duckier, James, Westwoodside, Lincoln, Joiner. Oct 4 at 12 at the Great Northern Hotel, Haxey Lane, Newbrow, Epworth
 Elliott, William, Blackpool, Lancashire, Hair Dresser. Oct 11 at 11 at the Old Legs of Man Inn, Fishergate, Preston. Wheeler and Co, Blackburn
 Ellis, John, Huile, Manchester, Provision Dealer. Oct 8 at 3 at offices of Smith and Boyer, Brazennose st, Manchester
 Evans, David, Roath, nr Cardiff, Glamorgan, Tailor. Oct 6 at 1 at offices of Barnard and Co, Albion chambers, Bristol. Stephens Evans, Evan, Cornhill park, Lantrissant, Glamorgan, Farmer. Oct 7 at 12 at offices of Rosser, Post office chambers, Pontypriod
 Evans, Francis, Penllith, Carnarvon, Printer. Oct 2 at 2 at offices of Picton and Co, Market st, Carnarvon
 Forster, Frederick, Radnor terrace, King Henry's walk, Ball's Pond rd, Tampie
 Fuller, William Henry, Worthing, Sussex, Coach Builder. Oct 5 at 3 at the Inn of Court Hotel, High Holborn, Ford and Lloyd
 Gardner, William, Leeds, Bookseller. Oct 4 at 10.30 at offices of Hardwick, Boar lane, Leeds
 Goch, Thomas, Plymouth, Devon, Hatter. Oct 5 at 12 at offices of Brian, Freemasons' Hall, Cornwall st, Plymouth
 Hall, Henry, Liverpool, Licensed Victualler. Oct 11 at 11 at offices of Quicke and Greenway, Dale st, Liverpool
 Halet, Henry George, Dillon place, Hornsey rd, Zinc Worker. Sept 30 at 2 at offices of Hubbard, London Joint Stock Bank chamber, West Smithfield
 Harris, William James, Barrow-in-Furness, Lancashire, Wine Merchant. Oct 2 at 10 at the Sun Hotel, Bannister st, Barrow-in-Furness
 Bradshaw and Pearson, Barrow-in-Furness
 Heywood, Samuel, Manchester, Silk Goods Dealer. Oct 6 at 3 at offices of Barchy and Henstock, Exchange chambers, Macclesfield
 Hewitt, John, Royal Leamington Spa, Warwick, Commission Agent. Oct 1 at 11 at offices of Abbott, Spencer st, Royal Leamington Spa
 Hitchin, Allen, Tunbridge Wells, Kent, Builder. Oct 7 at 2 at the Brighton Station Hotel, Tunbridge Wells. Andrew and Cheales, Tunbridge Wells
 James, Henry William, Southsea, Hants, Glider. Oct 5 at 1 at 145, Cheapside. Walker, Landport

Jones, Richard, Wolverhampton, Stafford, Provision Dealer. Oct 9 at 11 at offices of Barrow, Queen st, Wolverhampton
 Kaye, John, Huddersfield, York, Rope Merchant. Oct 4 at 4 at offices of Learoyd and Learoyd, Buxton rd, Huddersfield
 Keen, William Sobey, Hope terrace, Walham green, Wine Merchant. Sept 30 at 3 at offices of Godfrey, Gresham buildings, Guildhall
 Kemp, George William, North end, Croydon, Tobacconist. Oct 5 at 3 at offices of Wood and Hare, Basinghall st
 Kempson, Richard Fletcher, Perry Barr, Stafford, Clerk. Oct 2 at 3 at 19, Newhall st, Birmingham, Hamson
 Knights, Robert, Burstow, Surrey, Farmer. Oct 2 at 1 at the Fox Inn, Three Bridges, Stom and Simpson, Tunbridge Wells
 Loneran, Frederick Mousley, and Alfred James Joule, Fenchurch st, Commission Merchants. Oct 12 at 12 at the London Tavern, Bishopsgate st, Upton, Austinfairs
 Mathews, George Christopher, Bond st, Milliner. Oct 5 at 2 at 145, Cheapside. Books and Co
 Mead, Thomas, Barrow-in-Furness, Furniture Dealer. Oct 1 at 10 at the Sun Hotel, Barrow-in-Furness. Bradshaw and Pearson, Barrow-in-Furness
 Mills, James, Worlington, Suffolk, Wheelwright. Oct 2 at 3 at the White Lion Inn, Beccles. Moseley, Great Yarmouth
 Miners, William, Penzance, Cornwall, Boot Manufacturer. Oct 2 at 11 at offices of Dale, Church st, Holston
 Mirfield, Thomas, Dewsberry, York, Confectioner. Oct 5 at 2.30 at offices of Stapleton, Union st, Dewsbury
 Nicholson, Henry Albert, Leeds, Dealer in Iron Bedsteads. Oct 2 at 11 at offices of Pulten, Bank chambers, Park row, Leeds
 O'Hanlon, Hugh, Packington st, Islington, Manager. Oct 2 at 2 at the George Hotel, Nottingham. Mason, Gresham st
 Openshaw, William Turner, Bury, Lancashire, Bookkeeper. Oct 6 at 3 at offices of Crossland, Union st, Bury
 Penwarden, John Haskin, Alton, Hants, Saddler. Sept 27 at 2 at offices of Eve, Victoria rd, Aldershot
 Pickering, Edward, Leeds, Bookseller. Oct 5 at 3 at offices of Malcolm, Park row, Leeds
 Procter, Newman, Manchester, Commission Agent. Sept 29 at 12 at offices of Whitt, King st, Manchester. Dawson, Manchester
 Pulsford, Edward, Kingston-upon-Hull, Merchant. Sept 30 at 12 at the George Hotel, Whitefriargate, Kingston-upon-Hull. Laverack, Hull
 Read, Edward, Chester, Brush Dealer. Oct 2 at 3 at offices of Nordon, Bridge st row, East Chester
 Riley, Enoch, Audley, Stafford, Butcher. Sept 29 at 10.30 at offices of Hollingshead, Market st, Tunstall
 Rix, Arthur, Rotherhithe st, Iron Merchant. Oct 13 at 2 at 111, Cheapside. Allen and Edwards, Old Jewry
 Roberts, John Peter, Festiniog, Merioneth, Grocer. Oct 1 at 11 at the Queen's Hotel, Four Crosses, Festiniog. Roberts, Festiniog
 Robins, James, Willenhall, Stafford, Charter Master. Oct 2 at 12 at offices of Barrow, Queen st, Wolverhampton
 Smith, Charles, Pinney, Newbury, Berks, Ironmonger. Oct 4 at 3 at offices of Bourne, Paternoster row, Munton and Morris
 Snaith, Robert Shattock, West Hartlepool, Durham, Grocer. Oct 6 at 3 at offices of Young, Church st, West Hartlepool
 Taylor, William Alfred, Birmingham, Jeweller. Oct 5 at 12 at offices of Griffin, Bennett's hill, Birmingham
 Teal, Robert, Wolverhampton, Stafford, Draper. Oct 5 at 3 at offices of Gatis, Queen st, Wolverhampton
 Thomas, Alfred, and Frederick Thomas, Fontardulais, Glamorgan, Grocers. Oct 11 at 3 at offices of Davies and Hartland, Swansea
 Thompson, Edward William John, Greenwich, Kent, out of business. Oct 8 at 2 at the Ship Hotel, Greenwich. Parry, Basinghall st
 Thornber, Joseph Harry, Fenchurch st, Tailor. Oct 5 at 3 at 145, Cheapside. Books and Co
 Trow, Alfred Gibson, Birmingham, Chemist. Oct 5 at 3 at offices of Dale, Waterloo st, Birmingham
 Valentine, John, Manchester, Corn Miller. Oct 1 at 11 at offices of Jones, Princess st, Manchester
 White, John, Ossett, York, Woollen Manufacturer. Oct 7 at 11 at offices of Stringer, Ossett
 White, Josiah, and William White, Ferndale, Glamorgan, Ironmongers. Oct 7 at 12 at offices of Thomas, Taff st, Pontypridd

FUNERAL REFORM.—The exorbitant items of the Undertaker's bill have long operated as an oppressive tax upon all classes of the community. With a view of applying a remedy to this serious evil the LONDON NECROPOLIS COMPANY, when opening their extensive cemetery at Woking, held themselves prepared to undertake the whole duties relating to interments at fixed and moderate scales of charge, from which survivors may choose according to their means and the requirements of the case. The Company also undertakes the conduct of Funerals to other cemeteries, and to all parts of the United Kingdom. A pamphlet containing full particulars may be obtained, or will be forwarded, upon application to the Chief Office 2 Lancaster-place Strand, W.C.

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BARRISTERS' AND QUEEN'S COUNSEL'S DITTO.

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12, QUEEN VICTORIA STREET, E.C.

First Issue of Capital: £500,000 in subscriptions of £1 and upwards.
 Interest in lieu of dividend 1½ per cent. per annum, paid monthly.
 Current accounts opened, and 5 per cent. interest allowed on Minimum Monthly Balances.

CHEQUE BOOKS SUPPLIED.

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R. B. OAKLEY, Manager.

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Deposits received for fixed periods on the following terms, viz.—

At 5 per cent. per annum, subject to 12 months' notice of withdrawal. For shorter periods deposits will be received on terms to be agreed upon.

Bills issued at the current exchange of the day on any of the Branches of the Bank free of extra charge; and approved bills purchased or sent for collection.

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PANY'S fast and splendid STEAMSHIPS leave from off alongside the St. Katharine's Wharf, near the Tower, for

HAMBURG.—Every Tuesday, Thursday, and Saturday. Sept. 25th, 9 a.m.; 28th and 30th, at noon. Fares: Saloon, £2 2s. 6d.; fore cabin, £1 6s. 6d. Return tickets: Saloon, £3 5s.; fore cabin, £2 0s. 6d.

ROTTERDAM.—Every Wednesday and Saturday, at 11 a.m. Fares: Saloon, 18s.; fore cabin, 12s. 6d. Return tickets: Saloon, £1 8s.; fore cabin, 18s.

ANTWERP.—Every Tuesday, Thursday, and Saturday, at noon. Fares: Saloon, £1 2s.; fore cabin, 16s. Return tickets: Saloon, £1 8s.; fore cabin, £1 4s. 6d.

OSTEND.—Every Wednesday and Saturday. Sept. 25th, at 11 a.m.; 28th, at noon. Fares: Saloon, 16s.; fore cabin, 12s. 6d. Return tickets: Saloon, £1 4s. 6d.; fore cabin, 19s.

BOLOGNE.—Daily. Sept. 25th, at 9; 26th at 10; 27th, at 11 a.m.; 28th and 29th, at noon; 30th, at 1 a.m. Fares: Saloon, 12s. 6d.; fore cabin, 8s. 6d. Return tickets: Saloon, 18s. 6d.; fore cabin, 12s.

Also from alongside the Irongate Wharf, near the Tower, for NEWCASTLE.—Every Wednesday and Sunday, at 9 a.m. Fares: Saloon, 13s. 6d.; fore cabin, 8s. 6d. Return tickets: Saloon, 18s. 6d.; fore cabin, 13s.

Also from the Custom House Wharf, Lower Thames-street, for HULL.—Every Wednesday and Saturday, at 8 a.m. Fares: Saloon, 9s. 6d.; fore cabin, 6s. 6d. Return tickets: Saloon, 15s.; fore cabin, 10s.

Passengers land direct on the quay at all the above ports. The vessels are most comfortably fitted for passengers, and the arrangements in the steward's department are unsurpassed. The steward fees are included in the above-mentioned fares. Return tickets are available for one month. Through tickets are issued to Cologne, Lübeck, and Brussels via Antwerp and Ostend, to Ghent via Ostend, to Paris via Boulogne, and to all the principal towns on the Rhine via Koblenz.

Dogs will not be carried unless muzzled or chained.—For fares and all other particulars see the Company's time tables, to be obtained at the COMPANY'S OFFICES, 71, Lombard-street, and 27, Regent's circus; and of MESSRS. OPPERMANN & CO., by Stephenson's Station Euston-square.

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ROUTE, via ORINAN AND CALEDONIAN CANALS.—Royal Mail Steamer, IONA, from GLASGOW, daily, at seven a.m., and from GREENOCK at nine a.m., conveying passengers for OBAN, FORT WILLIAM, and INVERNESS. For sailings to GLENCOE, GARLOCH, ROSS-SHIRE (for Lochmares), STAFA, IONA, MULL, LOCH SCAVAIL, LOCH CORIN, COOLIN HILLS, SKYE, LEWIS, and WEST HIGHLANDS, see Bill with Map and Tourist Fares, free at CHATTO & WINDUS'S, Publishers, 74, Piccadilly, London; or by post on application to DAVID HUTCHISON & CO., 119, Hope-street, Glasgow.

CARR'S, 265, STRAND.

Dinners (from the joint) vegetables, &c., 1s. 6d., or with Soups or Fish, 2s. and 2s. 6d. "If I desire a substantial dinner off the joint with the agreeable accompaniment of light wine, both cheap and good, I know only of one house, and that is in the Strand, close to Dene Inn. There you may wash down the roast beef of old England with excellent Burgundy, at two shillings a bottle, or you may be supplied with half a bottle for a shilling."—All the Year Round, June 15, 1860.

The new Hall lately added is one of the handsomest dining-rooms in London. Dinners (from the joint) vegetables, &c., 1s. 6d.

